

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM 1

Date: July 1, 2009

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
5	PO9224	G/M Business Interiors <i>Pat Foll</i> <i>Martha Caldera</i>	None
6	C08196	Paula Beauchamp <i>Paula Beauchamp</i>	None
12	C03013-05	Lim and Nascimento Engineering Corporation (LAN) <i>Peter Lim</i>	Caltrop Jacobs S2 Engineering

*

Approved
Major Projects Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

13	06-044-01	Ninyo and Moore <i>Jalal Vakili</i>	CHJ
14	06-045-01	David Evans and Associates, Inc. <i>Bernie McNally</i>	None
16	02-009-06	AECOM USA, Inc. <i>Mario Montes</i>	SAFE-R-DIG Earth Mechanics, Inc. Kleinfelder LIN Consulting LSA LAN Engineering STB Landscaping Associated Engineers
17	04-008-05	AECOM USA, Inc. <i>Mario Montes</i>	SAFE-R-DIG Earth Mechanics, Inc. Kantex LIN Consulting LSA LAN Engineering STB Landscaping Associated Engineers TRC Engineering
20	05-016-06	Best Best Krieger <i>Steve DeBaun</i>	None

Financial Impact: This item has no direct impact on the SANBAG budget.

Reviewed By: This item is prepared monthly for review by SANBAG Board and Committee members.

BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	Special May 20 Mtg	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X		X	X	X	X						
Brad Mitzelfelt Board of Supervisors	X			X	X		X						
Paul Biane Board of Supervisors	X		X	X			X						
Josie Gonzales Board of Supervisors	X	X	X	X	X		X						
Neil Derry Board of Supervisors		X	X	X	X	X	X						
Charley Glasper City of Adelanto	X	X	X	X	X		X						
Rick Roelle Town of Apple Valley	X	X	X	X	X	X	X						
Julie McIntyre City of Barstow	X	X	X	X	X		X						
Bill Jahn City of Big Bear Lake	X	X	X	X	X	X	X						
Dennis Yates City of Chino	X	X	X	X	X	X	X						
Gwenn Norton-Perry City of Chino Hills		X	X	X	X								
Kelly Chastain City of Colton	X	X	X	X	X	X	X						
Mark Nuaimi City of Fontana	X	X	X	X	X	X	X						
Bea Cortes City of Grand Terrace	*	X	X	X	X	X	X						
Mike Leonard City of Hesperia	X	X		X	X		X						

X = member attended meeting.

* = alternate member attended meeting.

Empty box = Did not attend meeting

Crossed out box = not a Board Member at the time.

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BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	Special May 20 Mtg	June	July	Aug	Sept	Oct	Nov	Dec
Larry McCallon City of Highland	X	X	X	X	X	X	X						
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X	X	X	X	X	X						
Paul Eaton City of Montclair	X	X	X	X	*		X						
Jeff Williams City of Needles	X	X		X	X		X						
Alan Wapner City of Ontario	X	X	X	*	X		X						
Diane Williams City of Rancho Cucamonga	X	X	X	X	X	X	X						
Pat Gilbreath City of Redlands	X	X	X	X	X	X	X						
Grace Vargas City of Rialto	*	X	X	X	X	X	X						
Ed Scott City of Rialto	X	X	X	X	X	X	X						
Patrick Morris City of San Bernardino	X	X	X	X	X		X						
Jim Harris City of Twentynine Palms	X	X	X	X	X	X	X						
John Pomierski City of Upland	X	X	X		X	X	X						
Ryan McEachron City of Victorville	X	X	X	X	X	X	X						
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X						
William Neeb Town of Yucca Valley	X	X	X	X	X	X	X						
Ray Wolfe Ex-Official Member	Jesus Galvan	X	X	X	Basem Muallem		Basem Muallem						

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BOARD OF DIRECTORS ATTENDANCE RECORD - 2008

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X	X	X	X	X	X	X		X	X	X
Brad Mitzelfelt Board of Supervisors	X	X	X	X	X		X	X	X	X		
Paul Biane Board of Supervisors		X		X	X	X				X	X	
Dennis Hansberger Board of Supervisors	X	X		X	X		X	X	X		X	X
Neil Derry Board of Supervisors	X	X	X	X	X	X	X	X	X	X	X	X
Josie Gonzales Board of Supervisors	X		X	X	X	X	X	X	X	X		
Jim Nehmens City of Adelanto	X	X	X		X	X	X	X	X	X	X	X
Charley Glasper City of Adelanto	X	X	X	X	X	X	X	X	*	X	X	X
Rick Roelle Town of Apple Valley	X	X	X	X	X	X		X	X	X	X	X
Lawrence Dale City of Barstow	X	X	X	X	X	X	X	X	X	X	X	X
Bill Jahn City of Big Bear Lake	X	X			X	X	X	X		X	X	X
Dennis Yates City of Chino	X	X	X		X	X	X	X	X		X	X
Gwenn Norton-Perry City of Chino Hills		X	X	X	X		*				X	
Kelly Chastain City of Colton	X	X	X	X	X	*	*	X	X	X	X	X
Mark Nuaimi City of Fontana	X	X	X		X	X	X	X	X	X	X	X
Bea Cortes City of Grand Terrace	X	X	X	X	X	X	X	X	X	X	X	X
Mike Leonard City of Hesperia	X	X	X	X	X	X	X		X	X	X	X
Larry McCallon City of Highland	X	X	X		X	X	*	*	X	X	X	X

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BOARD OF DIRECTORS ATTENDANCE RECORD - 2008

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Robert Christman City of Loma Linda	X	X		X	X	X	X					
Rhodes 'Dusty' Rigsby City of Loma Linda								X	X	X	X	X
Paul Eaton City of Montclair	X	X	X	X	X	X	X	X	X	X	X	X
Rebecca Valentine City of Needles		X	X	X	X	X	X	X	X	X	X	X
Paul Leon City of Ontario	X	X	X	X	X	*	X	X	X	X	X	X
Diane Williams City of Rancho Cucamonga	X	X	X	X	X	X	X	X	X	X	X	X
Pat Gilbreath City of Redlands	X	X	X	X	X	X	X	X	X	X	X	X
Grace Vargas City of Rialto	X	X	X		X		X	*	X			X
Patrick Morris City of San Bernardino	X	X		X	X	X		X	X	X	X	X
Jim Harris City of Twentynine Palms		X	X	X	X	X	X	X	X	X	X	X
John Pomierski City of Upland	X	X	X		X	X		X	X			X
Mike Rothschild City of Victorville	X	X	X	X	X	X	X	X	X	X	X	
Ryan McEachron City of Victorville												X
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X
Chad Mayes Town of Yucca Valley	X	X	*	*								
William Neeb Town of Yucca Valley					X	X	X	X	X	X	X	X
Michael Perovich Ex-Official Member	X	X		X	X	Karla Sutliff	Karla Sutliff	Karla Sutliff	Karla Sutliff			
Ray Wolfe Ex-Official Member										X	X	X

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: July 1, 2009

Subject: Procurement Report for May 2009

Recommendation: Receive Monthly Procurement Report.

Background: The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of \$50,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of \$5,000 to be reported to the Board of Directors for the month of May 2009.

Financial Impact: This item imposes no impact on the FY 2008/2009 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item was unanimously received by the Administrative Committee on June 10, 2009.

Responsible Staff: William Stawarski, Chief Financial Officer

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

PURCHASE ORDERS ISSUED FOR MAY 2009

	Vendor	Purpose	Sole Source Y/N	Amount
P09202	Kinder Morgan SFPP, LP	Design relocation of a 20" Kinder Morgan pipeline that is in conflict with the south abutment of the proposed Hunts Lane overpass	Yes – This is a utility company and it is their pipeline that needs to be moved	\$50,000.00
P09204	TH Enterprises, Inc.	Two year license renewals for SharePoint Portal Enterprise Client License Software Assurance and Office Professional Plus	No – Per Contract 05-034	\$11,752.45
P09207	Inland Empire Economic Recovery Corporation	IEERC Foreclosure Prevention Seminar Support	Yes – Specialized corporation formed for this purpose	\$50,000.00
P09211	TH Enterprises, Inc.	Purchase and setup of 14 workstations	No – Per Contract 05-034	\$23,511.20
			TOTAL PURCHASE ORDERS ISSUED	\$135,263.65

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
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Minute Action

AGENDA ITEM: 4

Date: July 1, 2009

Subject: Changes to Policy 10111, Work Requirements, Leaves, and Absences

Recommendation:* Approve changes to Policy 10111 to incorporate Military Family Medical Leave Entitlements. These are new military family leave entitlements enacted under the National Defense Authorization Act for FY 2008 and became effective January 16, 2009.

Background: SANBAG Policy 10111, Work Requirements, Leaves, and Absences, contains provisions for SANBAG employees on military leave. This policy needs to be updated to comply with the new military family leave entitlements enacted under the National Defense Authorization Act for FY 2008. The proposed modifications are bolded in the attached excerpt from the policy. The definition for Family Medical Leave Act has been revised accordingly. Paragraph XII.G describes the new military family leave entitlements.

For clarification, the method for calculating leave time (rolling 12-month calendar) has also been added.

At this time, SANBAG would also like to incorporate the following two changes to clarify vacation leave: 1) the vacation leave table, Table 1; and 2) the vacation accrual rate when credit for prior public service is authorized by the Executive Director. The proposed modifications are bolded in the attached excerpt from SANBAG Policy 10111.

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

The first change replaces “pay periods” with “service hours” since service hours are used to calculate when an employee moves up to the next level of vacation allowance.

The policy currently states “The Executive Director is authorized to credit new employees with prior public service based upon previous employment for purposes of setting the vacation accrual rate.” The second change provides clarification for this to ensure the employee must meet the designated length of service to be eligible for the next accrual rate.

Financial Impact: This item has no financial impact.

Reviewed By: This item was reviewed by the Administrative Committee on June 10, 2009 and has been reviewed by SANBAG Counsel.

Responsible Staff: Duane A. Baker, Director of Management Services

San Bernardino Associated Governments	Policy	10111
Adopted by the Board of Directors April 3, 1991	Revised	Draft 6/10/09 11/5/08
Work Requirements, Leaves, and Absences	Revision No.	11 10

IV. DEFINITIONS

Family Medical Leave Act (FMLA): The Federal law governing employees right of unpaid leave of absence to bond with new child, care for an immediate family member with a serious health condition, to obtain treatment and otherwise recover from an employee's own serious health condition, **for military family leave for the care of a covered servicemember with a serious injury or illness, or due to a qualifying exigency arising out of the fact that the employee's spouse, child, or parent has been called up to active duty.**

The FMLA also guarantees continuance of health care benefits during FMLA leave, if health care coverage is a benefit granted to the employee. The Act also guarantees return to work status to the employee to the same or similar position.

VI. VACATION LEAVE

Employees in regular full-time positions accrue vacation leave as listed in Table 1. Part-time regular employees accrue vacation leave at a pro-rated rate depending on hours worked.

Vacation Leave, Table 1

Length of Service from Benefit Date	Full Time	
	Annual Vacation Allowance	Maximum Unused Balance Allowed
- From start of hire through year four - Pay periods 1 to 104 (from 0 to 8,320 service hours)	80 hours	160 hours
- From year five through year 9 - Pay periods 104 to 234 (from over 8,320 to 18,720 service hours)	120 hours	240 hours
- Greater than nine years - Pay periods over 234 (over 18,720 service hours)	160 hours	320 hours

D. The Executive Director is authorized to credit new employees with prior public service based upon previous employment for purposes of setting the vacation accrual rate. The Executive Director is also authorized to credit new employees for contract service with the SANBAG for the purpose of establishing vacation accrual rate.

However, credit for prior service and approval of an accrual rate which recognizes prior employment will not affect the requirement for specified years of SANBAG service prior to elevation to the next higher accrual rate. For example, if a new employee was credited with five years of prior public service, the individual would be eligible for the 120 hours accrual rate, but the individual would not be eligible for the 160 hours accrual rate until actually having completed greater than 9 years of service with SANBAG.

XII. FAMILY MEDICAL LEAVE

SANBAG employees employed for at least 12 months and who have worked 1,250 hours preceding the requested leave are eligible for unpaid leave under the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA). **FMLA provides that such leave be taken for a period not to exceed a total of 12 weeks in a rolling 12-month period, or 26 weeks in a rolling 12-month period in the case of leave for the care of a covered servicemember with a serious injury or illness.** In calculating hours worked for the purposes of FMLA, only service hours are used (refer to Policy 10107 for definition of service hours).

C. Only the time actually taken as FMLA, CFRA, and/or PDL leave may be charged against the employee's maximum FMLA leave as it applies to the **rolling 12-month period.**

G. Military Family Leave Entitlements. Eligible employees with a spouse, son or daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

XVIII. REVISION HISTORY

Revision No.	Revisions	Adopted
11	<p>Par. IV.DEFINITIONS: Revised definition of FMLA to include new military family leave entitlement.</p> <p>Par. VI: Table 1, Vacation Leave – revised to replace pay periods with service hour levels, for clarification.</p> <p>Par. VI.D: Added paragraph to clarify the vacation accrual rate when credit for prior public service is authorized by the Executive Director – “credit for prior service and approval of an accrual rate which recognizes prior employment will not affect the requirement for specified years of SANBAG service prior to elevation to the next higher accrual rate.”</p> <p>Par. XII.FAMILY MEDICAL LEAVE: Revised to add second sentence on “rolling 12-month period.</p> <p>Par. XII.G: Added new paragraph on Military Family Leave Entitlement. These are new military family leave entitlements enacted (effective January 16, 2009) under the National Defense Authorization Act for FY 2008.</p>	

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: July 1, 2009

Subject: Purchase of Modular Workstations for SANBAG Offices

Recommendation:* Note the Administrative Committee approval of Purchase Order No. P09224 with G/M Business Interiors for an amount not to exceed \$80,000 for modular workstations for positions authorized in previous budgets.

Background: When SANBAG moved into the Santa Fe Depot in June of 2004, as much of the existing furniture as possible was utilized to limit expenditures for new furnishings. The SANBAG 2008/2009 budget authorized the hiring of new positions to help manage freeway construction and implement Measure I 2010-2040. Those positions are now being recruited and it is time to provide work space. The estimated time of delivery for new furniture is approximately eight weeks.

The addition of the new positions requires that SANBAG purchase additional modular office furniture. This item seeks approval of a purchase order for purchase and installation of modular workstations for professional/administrative personnel in an amount not to exceed \$80,000. At the time of printing of this item, the furniture vendor had not completed design specifications for the new units. However, due to the amount of time required for delivery of new furniture, staff is seeking approval for an amount not to exceed the budget estimated by the vendor.

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

The purchase order will provide for relocation of some existing workstations to be used within the SANBAG offices and six new workstations. This work will not only provide workspace for the new staff, it will allow us to better organize the existing staff to consolidate some work groups in the same area of the building. The workstations have been designed at the same grade as other existing administrative/professional workstations in the SANBAG offices.

This purchase order is with GM Interiors, which is a firm on the San Bernardino County approved vendor list. SANBAG can utilize the approved vendor status of GM Interiors and take advantage of the substantial discount rates negotiated through the County contract.

Financial Impact: The estimated financial impact of this item is \$80,000. There is sufficient fund balance in the SANBAG Fiscal Year 2008/2009 budget, Task No. ISF09 to cover this item.

Reviewed By: This item was approved by the Administrative Committee on June 10, 2009.

Responsible Staff: Duane A. Baker, Director of Management Services

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 6

Date: July 1, 2009

Subject: Amend Employment Contract for Major Projects Special Assignments

Recommendation:* Approve Amendment No. 1 to Contract No. C08196 with Paula Beauchamp for management of Major Project's special assignments, to increase the amount by \$226,000 for a new not to exceed total of \$450,000.

Background: On July 2, 2008 the Board approved a contract with Paula Beauchamp. The contract is to perform services for the Freeway Construction department related to the management of the capital projects, the alternative financing study, and management of the Major Projects Program Management consultant procurement. When the contract was entered into, it was anticipated that Ms. Beauchamp's services would require her to work approximately half time through June 2010. The effort required managing the projects, the study and the procurement has required Paula to provide services on almost a full time basis. Therefore, it is necessary to increase the contract by \$226,000 for a not to exceed amount of the contract to \$450,000.

Paula has been a great asset to SANBAG over the last year. Her accomplishments over the last year include leading the completion of the Plan, Specifications, and Estimate package to allow the construction advertisement of the remaining I-215 segments, overseeing the development of the I-10

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*Approved
Board of Directors*

Date: July 1, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

interchange projects, and completing the Major Projects Program Management consultant procurement. Her experience and knowledge will be a huge benefit to SANBAG in the coming year as the development continues on the projects, in particular the Proposition 1B projects, and preparation of the 10-Year Delivery Plan.

Financial Impact: Item is consistent with Fiscal Year 2009/2010 budget. TN 815, 825, 826, 836, 838, 841, 862, 880.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on June 10, 2009. SANBAG Counsel has reviewed and approved the amendment as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C08196-01
by and between
San Bernardino Associated Governments
and
Paula Beauchamp
for
Management of Major Projects Special Assignments

FOR ACCOUNTING PURPOSES ONLY

X Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Original <input type="checkbox"/> Amendment
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Notes:

Original Contract: \$ <u>224,000</u>	Previous Amendments Total: \$ _____
	Previous Amendments Contingency Total: \$ _____
Contingency Amount: \$ _____	Current Amendment: \$ <u>226,000</u>
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 450,000

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>815</u>	<u>5553</u>	<u>Measure I Major Proj</u>	_____	\$ <u>50,000</u>
<u>825</u>	<u>5553</u>	<u>Measure I Major Proj</u>	_____	\$ <u>30,000</u>
<u>826</u>	<u>5553</u>	<u>Measure I Major Proj</u>	_____	\$ <u>30,000</u>
<u>836</u>	<u>5553</u>	<u>Measure I Major Proj</u>	_____	\$ <u>20,000</u>
<u>838</u>	<u>5553</u>	<u>Measure I Major Proj</u>	_____	\$ <u>30,000</u>
<u>841</u>	<u>5553</u>	<u>Measure I Major Proj</u>	_____	\$ <u>10,000</u>
<u>862</u>	<u>5553</u>	<u>Measure I Major Proj</u>	_____	\$ <u>30,000</u>
<u>880</u>	<u>5553</u>	<u>Measure I Major Proj</u>	_____	\$ <u>26,000</u>

Original Board Approved Contract Date: <u>7/2/08</u>	Contract Start: 7/5/08	Contract End: 6/30/10
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>08/09</u> \$ <u>226,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
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Is this consistent with the adopted budget? ☒ Yes ☐ No
If yes, which Task includes budget authority? 85009000
If no, has the budget amendment been submitted? ☐ Yes ☐ No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental
☒ Private
☐ Non-Local
☐ Local
☐ Partly Local

C08196-01

Disadvantaged Business Enterprise: ☐ No ☐ Yes _____%

Task Manager: **Garry Cohoe** Contract Manager: Duane Baker

 6/4/09
Task Manager Signature Date

 6-4-09
Contract Manager Signature Date

 6/4/09
Chief Financial Officer Signature Date

AMENDMENT NO. 1
CONTRACT NO.C08196

By and between
San Bernardino Associated Governments
and
Paula Beauchamp
for
Management of Major Projects Special Assignments

THIS AMENDMENT No. 1 to SANBAG Contract No. C08196 is entered into in the State of California by and between San Bernardino Associated Governments, hereinafter called SANBAG, and Paula Beauchamp, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, SANBAG under Contract No. C08196 has engaged the services of Contractor on the terms and conditions set forth in the Agreement, and

WHEREAS, the Parties desire to amend the aforesaid contract to increase the contract amount.

NOW, THEREFORE, the parties hereto do mutually agree to amend Contract No. C08196 as follows:

1. The not-to-exceed cost of Contract No. C08196 shall be increased by \$226,000 for a not-to-exceed total contract amount of \$450,000.
2. All other provisions of Contract No. C08196 shall remain in full force and effect.

SAN BERNARDINO
ASSOCIATED GOVERNMENTS


PAULA BEAUCHAMP

By: _____
Paul M. Eaton
SANBAG Board President

By: _____
Paula Beauchamp

Date: _____

Date: _____

By:  _____
Jean-Rene Basle
SANBAG Counsel

Date: 6-18-09

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 7

Date: July 1, 2009

Subject: 2009 Sales Tax Revenue Note 2008/2009 and 2009/2010 Budget Amendments

- Recommendation:** *
1. Amend the 2008/2009 SANBAG Budget to reflect receipt of revenue in the amount of \$260,474,213.65 from the 2009 Sales Tax Revenue Note issuance.
 2. Amend the 2008/2009 SANBAG Budget to increase the budget for Task No. 94209000 – Financial Management, by \$1,416,001.92 from 2009 Sales Tax Revenue Note.
 3. Amend the 2009/2010 SANBAG Budget to change the funding source from Measure I Valley Major Projects funds to 2009 Sales Tax Revenue Note for the following tasks including encumbrances:
 - Task 82509000 – I-10 Corridor Project Development \$4,726,282
 - Task 82609000 – I-10/Cherry/Citrus Interchanges \$4,234,972
 - Task 86909000 – Glen Helen Parkway Grade Separation \$664,194
 - Task 87309000 – Valley Blvd. Grade Separation \$496,970
 - Task 87409000 – Palm Avenue Grade Separation \$340,860
 - Task 87509000 – Main Street Grade Separation \$308,126
 - Task 87609000 – So. Milliken Avenue Grade Separation \$703,371
 - Task 87709000 – Vineyard Avenue/UPRR Grade Separation \$711,856
 - Task 87809000 – Archibald Avenue Grade Separation \$707,671
 - Task 88009000 – I-15/I-215 Devore Interchange \$3,782,616

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

4. Retain the remaining proceeds from the 2009 Sales Tax Revenue Note in the amount of \$49,010,293.73 for capitalized interest and unallocated fund balance, pending further budget authorization.

Background:

SANBAG recently issued the 2009 Sales Tax Revenue Notes, Series A dated May 1, 2009 for \$250 million. The Notes were issued to provide temporary financing for several Measure I 2010-2040 projects. A portion of the proceeds were invested in State General Obligation Bonds to provide financing to the I-215 improvement project. The source and use of funds relating to the Notes as official statement are as follows:

Source of Funds

Revenue Note Proceeds	\$250,000,000.00
Revenue Note Premium	<u>10,474,213.65</u>
TOTAL SOURCE OF FUNDS	\$260,474,213.65

Use of Funds

Issuance Costs (Advisor, Counsel, Printing, Ratings, Trustee, Other)	\$ 500,000.00
Capital Projects	225,146,213.74
Underwriter Discount	809,001.92
Capitalized Interest	<u>34,018,997.99</u>
TOTAL USE OF FUNDS	\$260,474,213.65

The 2008/2009 and 2009/2010 Budgets need to be amended to reflect the receipt and budget authorization to use Note proceeds.

Task No. 94209000 needs to be amended and increased by \$1,416,001.92 to reflect the issuance costs of \$500,000, underwriter discount of \$809,001.92 associated with the sale of the 2009 Sales Tax Revenue Notes, and issuance costs of \$107,000 associated with the purchase of State G.O. Bonds.

The SANBAG Board previously authorized loans of Measure I Valley Major Project funds for project development work on certain Measure I 2010-2040 projects. The loans were to be repaid from future Measure I 2010-2040 tax revenue. The issuance of 2009 Sales Tax Revenue Notes (backed by Measure I 2010-2040) will allow for repayment of Measure I Valley Major Project fund loans and replacement of Measure I Valley Major Projects funds in the SANBAG 2009/2010 budget with Note proceeds on these projects. The 2009/2010 Budget needs to be amended to change the funding source for \$16,676,918 in budget authority to reflect the replacement of Valley Measure I Major Project funds with

Note proceeds for project Task Nos. 82509000, 82609000, 86909000, 87309000, 87409000, 87509000, 87609000, 87709000, 87809000 and 88009000.

Utilizing the Note proceeds on these Measure I 2010-2040 projects assists in meeting the expenditure requirements for tax exempt bond status. Please note, however, that a future loan of Valley Measure I 1990-2010 Major Projects funds may be required within the next couple of years if all advanced projects are delivered on schedule.

After the purchase of State G.O. Bonds and the aforementioned budget amendments, there will be a balance of \$49,010,293.73 of Note proceeds. The balance includes \$34,018,997.99 of capitalized interest to be paid at maturity. Two additional budget amendments will be presented to the Board for consideration in the near future. The first will amend the funding on the I-215 Corridor. The second will be the repayment of loaned Measure I Valley Major Projects funds for Measure I 2010-2040 projects. This repayment will occur once the audit is complete and the exact amount is known.

Financial Impact: The 2008/2009 Budget will be amended and increased by \$1,416,001.92 to reflect the issuance costs of the 2009 Sales Tax Revenue Notes and the State G.O. Bond purchase. The 2009/2010 Budget will be amended to change the funding source for \$16,676,918 to reflect the replacement of Valley Measure I Major Project funds with Note proceeds for certain projects.

Reviewed By: This item was reviewed by the Administrative Committee on June 10, 2009 and unanimously recommended for approval.

Responsible Staff: William Stawarski, Chief Financial Officer

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: July 1, 2009

Subject: Alternative Fuel Grant Opportunities and Clean Cities' Coalition

- Recommendation:** *
1. Receive report and provide direction, if required, on the funding request from the Department of Energy's (DOE) Petroleum Reduction Projects for the Transportation Sector and the California Energy Commission (CEC's) Assembly Bill 118 funding; and
 2. Direct Staff to develop and submit an application to the DOE requesting that SANBAG be designated as the Clean City Coalition for San Bernardino County.

Background: **DOE Grant Request.** As a result of Federal Stimulus Funding, there have been many opportunities for federal funding towards the introduction of alternative fuels and clean technologies into the public and private transportation fleets. One such opportunity, the DOE Clean Cities FY 09 Petroleum Reduction Technologies Projects for the Transportation Sector, provides \$300 million towards alternative fueled vehicles. Although the private sector may apply for this funding, they must work through a government entity with the DOE. In addition, a Clean Cities Coalition must also be a partner. Grant requests must be between \$5 and \$15 million, so this opportunity is targeted towards large commercial fleets/operations. The DOE application packet was released on February 25th and applications were due on May 25, 2009.

For the past 13 years, SANBAG has worked with a coalition lead by the consulting firm Gladstein, Neandross and Associates (GNA), to promote the use of alternative fuels and technologies throughout the United States. The Interstate

*Approved
Board of Directors*

Date: July 1, 2009

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Clean Transportation Coalition (ICTC) has worked with J.B. Hunt Trucking to introduce the firm to alternative fuels and explore possible funding opportunities. As a result of discussions and interests, GNA suggested that SANBAG be the lead government agency in submitting an application to the DOE, on J.B. Hunt's behalf. A summary of the application submitted is contained at the end of this agenda item, and partners in the project include SANBAG, J.B. Hunt, ICTC, City of San Bernardino, Southern California Association of Governments SCAG (as the designated Clean Cities Coalition), the South Coast Air Quality Management District (SCAQMD) and the California Energy Commission (CEC).

The application totals \$43 million, of which \$10 million is requested from the DOE, \$9.3 million from the CEC, \$24 million from J.B. Hunt, as well as in kind contributions from the City of San Bernardino and SANBAG. If funded, this would be the largest alternative fuel project in the country converting 262 trucks to liquefied natural gas (LNG). Of those trucks, 121 would be stationed in San Bernardino at the Santa Fe Depot, two in Ontario, seven in Fontana, 17 in Rialto and the remaining 115 trucks in Los Angeles/Orange Counties. SANBAG is pleased to be a participant in this funding opportunity and looks forward to award announcements from the CEC in July, and the DOE's grant request in August. Should funding be awarded, Staff would return to the Board with the contractual and procedural mechanisms to implement the project. Note that only SANBAG staff time would be used to process invoice and oversee the contracts, and these activities have been included in the Fiscal Year (FY) 2009/2010 Budget.

Clean Cities Coalition (CCC). As noted above, this grant request and many future grant requests from the DOE, require participation from a CCC. This concept was created in 1993, with the mission to advance the energy, economic, and environmental security of the United States by supporting local decision to adopt practices that reduce the use of petroleum in the transportation sector. Clean Cities' coordinators lead local geographically-based coalitions composed of fleets, fuel providers and decision-makers that focus on a united goal: petroleum reduction. There are nearly 90 coalitions representing 229 million U.S. citizens—approximately 78% of the country's total population.

In March of 1996, SCAG formed a CCC in Southern California for areas not served by existing Coalitions. Riverside County is primarily served by two CCCs: Coachella Valley and Northwest Riverside County. Los Angeles County has three CCCs. The San Bernardino High Desert Area, lead by Mojave District Air Quality Management District (MDAQMD) lead an effort several years ago to seek designation to be a Clean City; ultimately, an application was not

submitted. When CCCs were initially formed in the 1990's, there were many funding opportunities tied to having a CCC in one's area. However, for the past several years, there have been few funding opportunities tied to being a Clean City and Staff believed time was better served on funding and implementing projects, as opposed to the organizational and networking that is required by forming a CCC.

Since there are current and future funding opportunities tied to being a CCC, and since many of the requirements in forming a CCC exist, Staff believes it would be advantageous for San Bernardino County to pursue a CCC designation. Staff has spoken with MDAQMD Staff and there is support for SANBAG to take the lead on such an effort. As the Council of Governments for the County and given the history of alternative fuel implementation, this would be a positive next step for SANBAG in the pursuit of promoting clean air for the County.

Therefore, Staff requests that the Board direct SANBAG to pursue a CCC designation, and bring back to the Board any additional funding commitments or staffing requirements that would be above and beyond existing Budget/staffing needs, required to seek and maintain a CCC designation. Upon submittal and approval as a designated CCC, a Memorandum of Understanding would be signed with the DOE, making commitments to implement the goals set forth in the submittal. Note that SANBAG has been involved in the promotion of alternative fuels/energy, since the early 1990's. This experience started with the active participation on Assembly Bill 2766 funding Committees, constructing the first coordinated corridor of electric, Compressed Natural Gas (CNG) and LNG stations in the country, providing federal funding towards the construction of LNG and CNG fueling stations, and directing CNG usage by all of its transit agencies. In general, SANBAG has been providing this support and leadership without the formal designation; therefore, becoming a CCC is a practical next step and is critical in order to seek funding opportunities tied to the CCC designation.

- Financial Impact:*** Staff and contract assistance for grant opportunities and to submit a Clean Cities application to the DOE, are contained in the FY 2008/2009 and 2009/2010 Budgets-Job 812. Funding: Measure I Transportation Management and Environmental Enhancement funding and Local Transportation Funds, Planning.
- Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on June 17, 2009.
- Responsible Staff:*** Michelle Kirkhoff, Director of Air Quality/Mobility Programs

Project Summary / Abstract

Applicant: San Bernardino Associated Governments (SANBAG)
Project Director / Principal Investigator: Michelle Kirkhoff
J.B. Hunt LNG Truck Project: Made in America

San Bernardino Associated Governments (SANBAG), in partnership with J.B. Hunt, seeks to implement the largest heavy-duty (HD) natural gas truck project in the history of the United States. This project will deploy 262 heavy-duty Freightliner M2 LNG trucks in its Southern California operations and construct two LNG refueling stations in San Bernardino and South Gate (South Los Angeles) to support these operations. These fueling stations will support J.B. Hunt's initial LNG truck operations, and will allow the fleet to add additional LNG units to its fleet in the years to come. These stations will also provide important fueling locations to outside fleet users wishing to use these fueling facilities via "over the fence" LNG dispensers.

"The J.B. Hunt LNG Truck Project" will: replace 13.19 million gallons of diesel fuel use over the life of the project with 100% domestically produced low-carbon LNG fuel; create and retain 455 domestic green jobs; accelerate the development and sustainability of advanced alternative fuel technology innovation the U.S. automotive sector; reduce more than 16.4 million pounds (7,023 metric tons) of greenhouse gas (GHG) emissions per year (or 35,114 metric tons of GHG over the 5-year life of the trucks); reduce more 169 tons of NOx emissions annually (845 tons over the 5-year life of the trucks); completely eliminate 2.9 tons of diesel PM emissions per year (14.6 tons of PM over the 5-year life of the trucks); and successfully demonstrate in a very short period of time how clean burning alternative fuels can be used successfully in focused heavy-duty applications. By any standards, this project will be an incredible example of the kind of aggressive alternative fuel deployments needed to meet the nation's ambitious alternative fuel vehicle, petroleum reduction, clean air, GHG emission reduction, and economic stimulus goals of the Recovery Act.

Funding for this impressive project is from the American Recovery and Reinvestment Act of 2009 through the U.S. Department of Energy's Area of Interest 4 Alternative Fuel and Advanced Technology Vehicles Pilot Program ("Clean Cities Program") and the California Energy Commission's (CEC's) AB 118 Alternative and Renewable Fuel & Vehicle Technology Program. DOE and CEC will each provide approximately 23% of the total project cost, with J.B. Hunt providing the remaining 54% of project costs.

In addition to the partnership between SANBAG and J.B. Hunt, other project partners include the Southern California Association of Governments (SCAG) Clean Cities Coalition; California Energy Commission; South Coast Air Quality Management District (AQMD); the City of San Bernardino; the City of Commerce; the Interstate Clean Transportation Corridor (ICTC) Project and Gladstein, Neandross & Associates; and Daimler Trucks North America and Freightliner Trucks. As a sign of its commitment to this important project, the California Energy Commission has already provided a letter of intent to provide \$9,307,344 in cost-share funding for the project, selecting this project from among dozens of other competitors to provide Recovery Act cost-share support through the California Alternative and Renewable Fuel & Vehicle Technology Program (AB 118). This DOE / Recovery Act funding will help to offset the incremental cost of the LNG trucks, and provide 50% cost-share for the natural gas fueling infrastructure needed to support these trucks.

Minute Action

AGENDA ITEM: 9

Date: July 1, 2009

Subject: Request for Proposal (RFP) for Freeway Service Patrol (FSP) Towing Services

Recommendation:* Approve the release of RFP 09214 for the provision of FSP Towing Services along Interstate (I) 10 (Beat 8) and State Route (SR) 60 (Beat 4).

Background: FSP consists of a fleet of tow trucks roaming urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet roams up and down is referred to as a "beat". As tow trucks roam a particular beat, motorists can expect a quick response from FSP when their vehicles become disabled. Over the years, FSP programs have demonstrated many benefits by reducing: the amount of time a motorist is in unsafe conditions in traffic lanes, traffic delay, fuel consumption, vehicular emissions and secondary accidents.

San Bernardino's entrance into the State Funded FSP program began several years ago, when legislation was signed into law to require Caltrans to fund new counties who wish to enter the program. In Fiscal Year (FY) 2005/2006, additional funding was allocated to the State program so that three new counties could begin FSP implementation (including San Bernardino County). Funding from the State is based on population, urban lane miles and congestion in the urban area which qualifies for FSP service. In San Bernardino County, the urban area which qualifies for FSP funding is in the valley portion of the county.

Approved
Board of Directors

Date: July 1, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

In January 2006, four FSP beats were implemented, providing eight roaming tow trucks on I-10 from the Los Angeles County line, east to Waterman Avenue in San Bernardino, and on I-15 from the Riverside County line to Baseline Street in Rancho Cucamonga.

The FY 2005/2006 allocation was sufficient to fund up to six beats; and then in the spring of 2006, the State submitted a budget change request so that \$6.2 million in funding could be added to the State FSP funding pot. With the FY 2006/2007 Budget approved, SANBAG was then able to fund two additional beats, which would bring the State funded program up to eight beats. Since March of 2007, these eight FSP beats currently assist approximately 3,500 motorists each month. Staff is confident that State funding will continue to be available for its current FSP Program (a total of eight beats). Therefore, the release of an RFP is required for the on-going continuation of Beats 4 and 8.

At this time, some of the contracts for FSP tow services of the original eight FSP beats are scheduled to end with the current tow operators on December 31 of this year and February 28 of 2010. Since a lot of time and effort is put into a procurement process, it is recommended that these two Beats go out for proposals together so as to minimize costs and streamline the procurement process.

The two beats that are the subject of the RFP, are highlighted below (in bold).

Table 1 – Beat Areas in San Bernardino Valley currently Implemented

Beats	Beat Area	Beat Length	
1	I-10 Los Angeles County Line to Haven	8.70	
2	I-10 from Haven to Sierra	8.05	
3	I -10 from Sierra to Waterman	9.04	
4	SR-60 from the Los Angeles County Line to Milliken	9.96	
5	I-15 Baseline Road to Riverside County Line	7.72	
6	I-215 from the Riverside County Line to 2 nd Street	6.79	
7	I-215 from 2 nd to University Parkway	4.84	
8	I-10 from Waterman to Ford	8.61	

Upon approval of the RFP, tow service providers will have four weeks to prepare and submit proposals. Staff will bring to the Plans and Programs Committee in September recommended contractor(s) for the two beats, and upon Board approval, the selected Contractor for Beat 4 will start January 4, 2010 and the selected Contractor for Beat 8 will begin on March 1, 2010. This implementation

schedule gives tow operators more than 80 days to procure equipment, and have the necessary time to install and test equipment, as well as hire and train tow truck drivers. Once implemented, the providers will be under contract for three years of tow service implementation, with two one-year options that can extend the contract(s).

Please refer to Attachment A, the Scope of Services for the RFP, which outlines the parameters for the tow services for these two beat areas. The RFP will be released by SANBAG and proposals received will be evaluated by SANBAG, CHP, and another FSP agency staff. Upon Board approval, the Tow Services Contract(s) will be executed and funded by SANBAG, but jointly managed by SANBAG and CHP.

Financial Impact: Funds for the tow providers for the implementation of Beats 4 and 8 were included in the FY 2009/2010 Budget, and will be funded through a combination of State funds and Call Box funding. TN 70410000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on June 17, 2009. The RFP, Scope of Work and Contract have been reviewed as to form by SANBAG legal counsel, as well as the Freeway Service Patrol CHP officers.

Responsible Staff: Kelly Lynn, Air Quality/Mobility Programs Manager

4.0 SCOPE OF SERVICES

This Request for Proposal (RFP) is being advertised by the San Bernardino Associated Governments (SANBAG) to provide a Freeway Service Patrol (FSP) service. SANBAG has entered into a Memorandum of Understanding with the California Department of Transportation (Caltrans) and the California Highway Patrol (CHP) to operate a freeway service patrol for traffic mitigation, as well as air quality improvement within San Bernardino County.

Section 21718 (a) of the California Vehicle Code specifically authorizes the CHP to be responsible for FSPs stopping on freeways for the purpose of rapid removal of impediments to traffic. Article 3, Section 91, of the Streets and Highways Code, states that Caltrans has responsibility to improve and maintain the state highways. Caltrans also has the responsibility for traffic management and removing impediments from the highways.

If awarded a contract, the Contractor shall have more than 80 days (for Beat 4) and more than 140 days (for Beat 8) after the notice to proceed (slated to be October 7, 2009), in which to acquire the required equipment, have it inspected, hire and train drivers and be operable. Any company who cannot meet the above-mentioned requirements shall not be awarded the contract(s).

4.1 Contract Representatives:

SANBAG, Caltrans and the CHP will jointly oversee the service. CHP is responsible for dispatch services to incident locations within the vehicle's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the contract for the service. A manual will be given to the successful Contractor explaining the types of incidents to which his/her vehicle operators may be dispatched. Please note that this manual, also known as the Standard Operating Procedures (SOP) is updated as needed, and that the contractor is responsible to operate and adhere to the most current version of the SOP. Also note that the successful Proposer(s) which enters into an agreement with SANBAG for these services will have the SOP and any updates referenced into the agreement and therefore the SOP has contractual requirements associated with it as well.

4.2 Service Location:

The FSP operates on selected freeway segments referred to as "Beats".

Each Beat has specific turnaround locations and designated drop locations identified by the CHP. Attachment "A" shows the specific limits, number of tow trucks, number of back-up trucks, hours of operation and tentative holidays on which the cost of each beat shall be based. SANBAG reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the Contractor.

At any time during the contract's term, SANBAG reserves the right to adjust Beat specifications and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written change orders. If warranted a Contractor may be requested by CHP, this will be on a case-by-case basis, to go beyond the limits of their assigned beat area to assist a motorist in an adjacent beat area. Tow Operators may be permitted to do this only upon CHP approval.

4.3 Description of Service:

The purpose of the project is to provide for the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Where conditions permit, safe removal of small debris will be required. Contractor vehicles shall be exclusively dedicated to the service during the hours of operation. All vehicle maintenance activities shall be conducted during non-service hours.

The Contractor's vehicle operators shall assist motorists involved in minor accidents and those with disabled vehicles. They shall be responsible for clearing the freeway of automobiles, small trucks and small debris. When and where conditions warrant, service may be executed on the freeway shoulders. Where conditions do not warrant, vehicle operators will remove the vehicles from the freeway to provide service. The vehicle operators shall continuously patrol their assigned Beat, respond to CHP dispatched calls for service, use the designated turnaround locations and use the CHP designated drop locations.

FSP vehicle operators may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses and refill radiators. Vehicle operators may spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

All FSP services shall be provided at no cost to the motorist. FSP vehicle operators shall not accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop

businesses. To promote a safe work environment and to maintain a level of professionalism, the Standard Operating Procedures (SOP) manual must be followed by the tow company and their vehicle operators as this document and all updates will be incorporated into the Contractor's agreement. Please note that the SOP is updated as needed, and that the Contractor is responsible to operate and adhere to the most recent version of the SOP at all times. **Drivers found not to be in compliance with FSP procedures defined in the SOP may be suspended or terminated from the FSP program and the company may be fined three (3) times the hourly contract rate in one (1) minute increments until a replacement vehicle is provided (driver and truck must return to beat compliant with all FSP requirements), or fined for the entire shift at three (3) times the hourly rate at the discretion of the FSP Field Supervisors.**

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be towed to a designated drop location identified by the CHP. The motorist can request the FSP vehicle operator to call the CHP Communications Center to request a CHP rotational tow or other services. FSP vehicle operators shall not be allowed to tow as an independent contractor from an incident that occurred during the FSP shift unless called as a rotation tow by CHP. If called as a rotation tow after a FSP shift, the vehicle operator must remove all FSP markings such as vests, uniforms and magnetic vehicle signage.

There may be some instances where FSP vehicle operators may be requested to provide assistance to CHP officers. FSP vehicle operators shall follow the instructions of the CHP officer at the scene of any incident within the scope of the FSP program.

4.4 Equipment Requirements:

A. Tow Truck Requirements:

Vehicles will be exclusively dedicated to the FSP during its hours of operation.

The FSP will utilize at a minimum, Class A trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. All trucks and beds used in the Freeway Service Patrol program shall be less than five (5) years old, and free of any physical damage.

All FSP tow trucks must be DOT (Department of Transportation) compliant, as well as CARB (California Air Resources Board)

compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. With any tow truck that is utilized for the FSP Program, it must comply with emission standards set forth by DOT and CARB as well as all Local, State and Federal laws associated with that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each vehicle designated for the FSP to ensure that it meets the vehicle specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the CHP. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and Contractor's base office. Any unsafe or poorly maintained vehicle(s) or improperly equipped vehicle(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP, and **the Contractor shall be fined three (3) times the hourly contract rate in one (1) minute increments**. Spare, also known as "back-up", vehicles will be required to complete the shifts of vehicles removed from service. The Contractor will be required to have a spare vehicle available for service at all times.

FSP vehicles bearing the service patrol title, logo, and vehicle identification number shall be painted white (includes the hood, fenders, doors, boom and bed area – the entire truck is to be painted white). No trim will be allowed. Lettering shall be in block lettering and shall be no less than 2 inches and no greater than 4 inches in height. Lettering can only be black in color (only black will be allowed, no other colors will be permitted). The overall look of the truck must be approved by CHP prior to service implementation; therefore any questions regarding this policy may be discussed with CHP prior to implementing, as truck compliance with current state FSP standards is required. No other accessory equipment or signage (bumper stickers, employment advertisement, and so forth) shall be mounted or installed without prior CHP approval. This includes but is not limited to bras, chrome wheel covers or window tint.

Each tow truck shall be equipped, as a minimum, with the following:

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 5,000 pounds. (NOTE: The Boom must

have a minimum static rating of 8,000 pounds, even though the language says that a 5,000 minimum static rating is fine – it still has to meet the required four (4) ton recovery rating regardless of the minimum).

3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Winch Cable - 100 ft., 3/8-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum.
6. Two (2) Tow chains 5/16" alloy or OEM specs., J&T hook assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the Contractor's base office.
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be affixed for safety concerns.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
17. One (1) 1 7/8-inch ball and one (1) 2 inch ball.
18. Rear work lights.
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps (2)
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. (2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least
4 B-C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks (2)
29. 4" x 4" x 48" wooden cross beam (1)
30. 4" x 4" x 60" wooden cross beam (1)
31. 24" wide street broom (1)
32. Square point shovel (1)
33. Fusees (highway flares), 15 minute, or (36)
Fusees (highway flares), 30 minute (20)
34. Cones 18" (6)
35. Hydraulic jack, **2-ton**, floor (1)
36. Four way lug wrench (1 std.) (1)
37. Four way lug wrench (1 metric) (1)
38. Rechargeable air bottle, hoses and fittings to fit
tire valve stems, 100 psi capacity (1)
39. Flashlight and spare batteries (1)
40. Tail lights/brake lights, portable remote
with extension cord (1 set)
41. Booster cables, 25 ft. long minimum,
3-gauge copper wire with heavy-duty clamps
and one end adapted to truck's power outlets (1 set)

- 42. Funnel, multi-purpose, flexible spout (1)
- 43. Pop-Up Dolly, portable for removing otherwise untowable vehicles (1)
- 44. 5-gallon can with lid filled with clean absorb-all (1)
- 45. Empty trash can with lid (5 gallon) (1)
- 46. Lock out set (1)

Each FSP truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the Contractor's option and expense.

- 47. Screwdrivers--
 - i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min).
 - ii. Phillips head - #1 and #2 (1 each, min).
- 48. Needle nose pliers (1)
- 49. Adjustable rib joint pliers, 2" min. capacity (1)
- 50. Crescent wrench - 8" (1)
- 51. Crescent wrench - 12" (1)
- 52. 4 lb. hammer (1)
- 53. Rubber mallet (1)
- 54. Electrical tape, roll (1)
- 55. Duct tape, 20 yard roll (1)
- 56. Tire pressure gauge (1)
- 57. Mechanic's wire (roll) (1)
- 58. Bolt cutters (1)

The vehicle operator shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory the required equipment prior to the start of each and every shift. A shift inspection/inventory log shall be completed by the vehicle operator prior to the start of each shift and be available for inspection. Any item missing must be replaced prior to the start of the shift. All equipment stored on top of the truck shall be secured to the truck.

B. Spare (also known as Back-Up) Vehicles:

The Contractor shall be required to have one spare certified FSP tow truck available per beat unless otherwise permitted by SANBAG and CHP in writing. The spare vehicle should be used when a regular vehicle is unavailable. The spare vehicle shall meet the same requirements for equipment, set-up and color as a regular truck. It shall meet all the vehicle equipment specifications.

C. Vehicle Breakdown and Other Missed Service:

The spare vehicle must be in service on the Beat within 45 minutes of

the time a permanently dedicated vehicle is taken out of service for any reason. The Contractor shall not be paid for the time period that the contractually required trucks are not in service. **If a vehicle is not made available within the 45 minute time period, the Contractor shall be fined three (3) times the hourly contract rate in 1 minute increments until a replacement vehicle is provided. If a truck is not ready due to breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate. Vehicle maintenance shall be performed during non-FSP service hours.**

In addition, not having a certified FSP "spare or back-up" driver available is not an allowable excuse for not having a spare (back-up) vehicle on the beat within the 45 minute time period. If the Contractor does not have a dedicated or spare truck on the beat because a certified FSP driver is not available, the Contractor shall be fined three (3) times the hourly contract rate in 1 minute increments until a certified FSP replacement driver is provided. If the entire shift is missed because a driver was not available, the Contractor shall be fined for the entire shift at three (3) times the hourly rate.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation Commission (RCTC) or any other neighboring FSP service, does not qualify as meeting the backup requirement noted above. Only existing FSP tow operators contracts with San Bernardino Associated Governments (SANBAG) may qualify. It is up to the Evaluation Committee as to whether or not an existing SANBAG FSP tow operator may use an existing backup truck or not.

For further information see Page 8 of this document, Section C "Vehicle Breakdown and Other Missed Service", and see Attachment B, Page 36 "Important Information regarding Price Summary Sheet A and B".

D. Vehicle Identification:

It shall be the vehicle operator's responsibility to place detachable FSP markings on each vehicle during the service hours and to remove the detachable markings immediately upon completion of each shift. SANBAG will supply each Contractor with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the Contractor shall be responsible for the cost of the replacement markings. All FSP markings shall be returned at the termination of the contract. The cost of any SANBAG and/or

Caltrans/CHP supplied item and/or equipment not returned shall be deducted from the Contractor's final payment.

Freeway Service Patrol markings as well as vehicle numbers shall be required on both sides of all trucks. The detachable markings (magnetic FSP signage), provided by SANBAG, must be placed on the center of both doors (driver and passenger doors) of the vehicle. The vehicle operator shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The operator is also required to keep the magnetic signage flat (do not bend in any way) and clean while being stored during non-FSP operational hours.

E. Communications Equipment:

Each FSP vehicle shall be equipped with various communication devices that will enable the vehicle operator to communicate with the CHP Communications Center. All vehicles shall be equipped with an Automatic Vehicle Location (AVL) system, radios, handheld/PDAs, *and data collection*. The AVL system, radios, GPS, handheld/PDA equipment shall be purchased, owned and supplied by SANBAG. SANBAG shall select the equipment installation vendor.

The Contractor shall be responsible for maintaining the security of the vehicle communication equipment. The Contractor shall be liable for any damage other than normal wear and tear to the communication equipment. The Contractor shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SANBAG shall pay for repair fees for normal wear and tear to equipment. However, SANBAG will deduct repair fees as well as the full replacement cost of any SANBAG equipment due to improper use or negligence by the Contractor from any payment due to the Contractor under this agreement. SANBAG supplied vehicle equipment shall be returned upon contract termination. The cost of any equipment not returned shall be deducted from the Contractor's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the Contractor and shall be installed in all vehicles.

The Contractor is also required to use wireless cell phones for communications with CHP Communications Center and CHP Field Supervisor. Wireless cell phones shall be purchased and maintained by

Contractor. Contractor will also be responsible for all operating costs as well. In addition, tow operators are not permitted to take pictures, video or capture any other images while performing FSP duties during FSP operational hours. These actions will not be tolerated and a driver may be terminated if it is discovered they are doing so.

In addition, any data input into the PDA device shall not be allowed while the vehicle is being operated/driven. Use of other devices while driving/operating a vehicle such as cell phones are subject to California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability for the driver of the disabled vehicle to hear instructions transmitted from the cab of the FSP vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

The Contractor shall purchase and maintain a computer workstation with high speed internet access and email to communicate with SANBAG staff, and transfer FSP data collected with handheld/PDA units. **Handheld/PDA units shall be downloaded at the end of each shift** to the computer workstation; therefore the computer workstation will need to be easily accessed by drivers after each shift. The computer workstation shall be a PC Pentium4 2.4Ghz or AMD Athlon XP 2800 or greater based machine with at least 256MB memory, 10 gig hard drive, network card, CDROM, optical mouse, keyboard and monitor. Computer workstation shall be equipped with the following software; Windows XP (or Windows Vista), AntiVirus software (Norton, McAfee, Trend Micro), Microsoft Active Synchronizer.

The Contractor must ensure that the computer equipment and Handheld/PDA units are inspected and cleaned on a quarterly basis, or as needed. This includes updating operating systems with security patches, loading system updates, and cleaning the interior of the computer work station. All Handheld/PDA units should have the exterior protective case cleaned (protective outside case) and the stylus and screen protector shall be inspected for functionality and serviceability. Worn items shall be immediately reported to SANBAG.

All workstations and Handheld/PDA's must be kept in a secure location. **During non-FSP operational hours, Handhelds/PDA's shall not be left in a tow vehicle or go home with a driver or anyone else.** All Handhelds/PDA's must be connected to a battery charger in the secure workstation area at the tow operator's facility during non-FSP

operational hours. Except for when the PDA is being used during FSP operational service hours, it must be plugged in and being charged at all times, this is required so that data and software "patches" are not lost. PDA's are to be with the driver in their FSP truck during FSP operational hours, or connected to a battery charger in the designated secure workstation of the tow operator's facility during non-FSP operational hours. Any other location shall not be permitted.

Contractor shall immediately report any issues with the work station or the PDAs to SANBAG FSP Program Manager or one of the FSP CHP Officers. Contractor is directly responsible to ensure their computer work station is operating, can interface with PDAs and **has internet access at all times**— this is a contract requirement.

The contractor shall provide access to the work station and PDAs for SANBAG staff, or their designated designee, at **any time** during the course of the Contract. **In addition, the Contractor shall also make the work station available to SANBAG, or its designee, 30 calendar days prior to the start of the new service (Beat 4 to start January 4, 2010 and Beat 8 to start March 1, 2010).**

The contractor shall be available to review data with SANBAG, or its designee, at any time. Data shall be reviewed using the pre-defined reports created in Microsoft Access on the workstation computer. The contractor shall review data for accuracy, and ensure that any errors and/or edits to the data are documented and forwarded to SANBAG for review.

The Contractor shall provide a quarterly inspection report to SANBAG indicating the status of all equipment. SANBAG will provide the submittal form. Tow operators should consider the accurate completion and timely return of this form as part of their contract requirements.

The Contractor shall allow SANBAG staff or its representative access to the workstation and handheld/PDA units at anytime.

F. Equipment Tampering

Tampering with FSP communication/tracking equipment so that it does not function properly to SANBAG's specifications, and/or is disconnected or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes but

is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, disconnecting any connectors, and interfering with the operations of the equipment is strictly prohibited.

If tampering is suspected, FSP Management may conduct an inspection of the equipment on the Beat or the vehicle may be sent to a designated location determined by FSP Management.

1. If tampering is found while the vehicle is used during FSP operational hours, the driver and vehicle will be immediately taken out of service and the Contractor shall be fined in one (1) minute increments at three (3) times their hourly rate, until such time that the back-up truck is deployed. Please note that if tampering is discovered the penalties (three times the hourly rate in one minute increments) shall begin immediately upon the tampering being discovered. The normal 45 minute back-up truck time allowance will not be considered "non-penalty" time under these circumstances. The penalties shall begin immediately upon the tampering being discovered.
2. If the vehicle is suspected to have equipment that has been tampered with, it may be sent to a designated location determined by FSP Management and CHP for an inspection. If tampering is found, the Contractor will be retroactively fined three times the hourly rate in one minute increments from the time the tampering was first suspected. The penalties will continue until a certified FSP back-up truck is deployed. The normal 45 minute back-up truck time allowance will not be considered "non-penalty" under these circumstances.

Tampering Repairs

If tampering is discovered during FSP operational hours the vehicle will be taken out of service and remain out of service until the repair and the documentation can be completed by the FSP Program designated installer. FSP Management determines the designated installer. The transportation, labor and repair costs will be the responsibility of the Contractor. Costs incurred to repair and document the equipment will be deducted from the tow operators monthly invoice.

Tampering Penalties

The Contractor will also be assessed a \$250 fine (whether the tampering is discovered while on the Beat, or if it was suspected and later confirmed) per incidence on their monthly invoice. If it is determined that the Driver tampered with the equipment, the Driver will be suspended for a minimum of 30 days for the initial tampering offense and subject to termination from the FSP Program for any subsequent tampering violations.

G. Vehicle Operators:

All potential vehicle operators shall be required to have a safe driving record and current Class C driver's license. All vehicle operators shall be 18 years of age or older at the time of background check. Potential vehicle operators shall be subject to driving record and criminal background checks through the California Highway Patrol. Potential vehicle operators shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required Freeway Service Patrol equipment to provide safe and proper service. Any certified driver from other FSP areas will be evaluated on a case by case basis. All potential vehicle operators must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the vehicle operators will be required to exercise good, sound judgment in carrying out their duties.

Vehicle operators shall be required to inform the CHP Communications Center at any time he/she leaves the assigned Beat. This includes replenishing expendable items such as gasoline, fire extinguisher, breaks, etc. The vehicle operator shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown. The FSP vehicle operator shall be required to complete an assist records for each incident. Each assist record should be accurate. Contractors or Operators providing false or misleading information to FSP Management shall be subject to disciplinary action and handled on a case by case basis.

The CHP, Caltrans, and SANBAG maintain strict drug and alcohol policies. Contractors shall have an alcohol and drug program that includes at a minimum, a drug and alcohol free workplace policy, and an employee alcohol/drug-testing program. Any FSP vehicle operator found working under the influence of drugs or alcohol shall be immediately removed from the FSP program by the Contractor. The Contractor shall be responsible for providing a certified replacement driver for that vehicle.

The Contractor shall also be an active participant in the DMV Pull Notice Program and penalties shall apply pursuant to Section 4.4 Equipment Requirements paragraph C.

If a vehicle operator is convicted of a crime involving a stolen vehicle, stolen property, violence, drugs or moral turpitude, fraud related to the towing business, or misdemeanor or felony driving while under the influence of alcohol or a drug, the Contractor shall permanently remove that vehicle operator from duties under the FSP program. If a vehicle operator is charged with any of the above crimes, the Contractor shall immediately suspend that vehicle operator from duties under this program pending the outcome of the criminal case. If the vehicle operator is not convicted, or is ultimately convicted of a lesser crime not described above, SANBAG retains the right to have the Contractor remove that vehicle operator from the duties under the FSP program.

All vehicle operators, including back-up drivers, shall be required at Contractor's expense to complete the CHP two-day training program which costs up to \$50.00 (fee is for the DL64 Tow Truck Driver Certificate) per driver. Contractors shall pay all FSP operators and back-up drivers for attending the training. No driver will be allowed to begin patrolling without attending the **MANDATORY** training classes. Any vehicle operator who is found on patrol without completing the **MANDATORY** training classes may be prohibited from further FSP service and the Contractor's contract may be terminated immediately.

Mandatory CHP refresher training classes shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year shall be required (at Contractor's expense). **Contractors shall pay all FSP operators and back-up drivers for attending the required training.**

Vehicle operators will be required to utilize a Handheld/PDA to input information about each assist; which will include location, vehicle make, model, license number, type of assistance provided, etc. Vehicle operators will be trained on using Handheld/PDA units to enter data using SANBAG data collection software, and using a Handheld/PDA unit to communicate with CHP staff while in the field.

DRIVING RECORD AND CRIMINAL HISTORY CHECK

As required by California Vehicle Code Section 2430, all applicants

and owners are required to have a driver's license and criminal history check. Only after a completed CHP 234F and CHP 234 supplemental is received and accepted by CHP, a driver's license and criminal history check will be performed.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in this SOP (refer to Chapter 11, Annex A).

The criminal history check will consist of a preliminary background check to see if the applicant meets the criteria for a Tow Truck Driver Certificate as outlined in California Vehicle Code Section 13377, and the FSP contract. Any operator or potential operator not meeting the requirements put forth in the Tow Service Agreement for Rotational Tow Operator (HPM 81.2, Vehicle Procedures Manual, Element 15 (C and D), Annex GG, "Criminal Conviction Disqualifications for Rotational Tow Operator/Drivers") will be automatically excluded from the FSP Program. In addition, SANBAG, and/or CHP may, in its sole discretion, require a contractor to replace any driver or potential driver who it determines is not suitable to represent the FSP Program with the public based on the background check. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting.

Background checks will be completed by CHP within five (5) working days of the acceptance of a CHP 234F.

H. Operator Equipment:

It shall be the responsibility of the Contractor to provide the vehicle operator with specified uniforms, shoes, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn they shall have two-way zip front with heavy duty brass zipper. Coverall or shirt sleeves shall be half raglan type or set-in sleeve with pleated-action back. Long sleeves may have plain barrel cuff or be equipped with snap or button closure on wrist. The length of the sleeve on short-sleeve coveralls/shirts shall come to within approximately 1 inch of the inside forearm when the wearer's arm is bent at a 90 degree angle.

The coveralls shall have shape holding sanforized waist banding with elastic inserts for trim fit. Legs shall be moderately tapered to avoid excessive fullness. H.D. Lee Company style No. 018-3041 (Navy Blue) or Commercial Uniform Co. style No. 201 (Navy Blue) or equal. All

main seams shall be at least double stitched with good quality thread. Shirts or coveralls shall have one or two chest pockets. Single pocket coveralls/shirts shall have the chest pocket placed on the left.

The first initial of the first name and full last name shall be sewn above the right chest pocket so that it shall be clearly visible with the collar open. Letters shall not exceed ½ inch. A detachable metal nameplate may be worn in place of the embroidered name at the Contractor's option (nameplate must be approved by CHP).

A safety vest with reflective stripes shall be worn and supplied by SANBAG. The safety vest shall be lime-green in color. A small FSP logo (patch) shall be sewn on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo patch shall be sewn on the left sleeve of the vest as well. A large FSP logo (patch) shall be sewn across the middle portion of the back of each safety vest. SANBAG will supply vests with the FSP logo patches already sewn on per CHP's required patch placement locations. The name of the vehicle operator (the driver) shall be displayed on the front of the safety vest over the right front pocket of the uniform. The Tow Company is responsible for obtaining CHP approval of the driver name plates, and the Tow Company is responsible for the purchase and placement of the FSP driver name plate. SANBAG nor CHP supplies the required driver name plate. The safety vests with the required FSP logos (small and large patches) will be provided by SANBAG. An FSP logo patch is not required to be sewn on the navy blue FSP driver uniform.

All FSP vehicle operators shall wear general duty black work boots with protective steel toe.

During cold weather, a navy blue sweater or sweatshirt may be worn under the long sleeve uniform shirt/jumpsuit. A navy blue jacket may also be worn at the Contractor's option, if it meets all the uniform specifications, such as patches.

Rain gear shall be waterproofed material, yellow in color. Reflective 2" white tape shall be applied to both sleeve cuffs and both leg cuffs and across the upper back.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" shoulder patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A picture of the uniform is provided in Attachment "A", FSP Uniform Requirements.

Contractor should refer to the most current SOP in making sure they are following the most recent requirements.

I. Local Office:

The Contractor shall provide a local office for contract administration purposes. This office shall be staffed by either the Contractor or a person who has the authority to conduct business and make decisions on behalf of the Contractor. The office shall have business hours coinciding with Contractor's beat(s) hours of operation. Through the Proposal document shown in Attachment "B", Contractor Representative Form, the Contractor shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the Contractor. The office shall be established within close proximity to the Contractor's Beat(s) and be located within Riverside, San Bernardino, Los Angeles or Orange Counties. Also note on page 8, Section 4.4C, **a backup vehicle and a certified FSP driver must be available within a 45 minute request of the Beat area.**

This requirement may also determine if the local office is close enough to satisfy the requirements under this section as well.

The Contractor shall also provide **telephone, fax service, and email** through which he/she or a responsible representative who has the authority to conduct business and make decisions on behalf of the Contractor can be contacted during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine provided at the Contractor's expense, shall be available to log calls, take complaints, etc. A **fax machine and an email address that is monitored daily** shall be provided for noticing purposes during operational and non-service hours. The Contractor will be responsible for having a company representative monitor and review messages/notices on a daily basis.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 10

Date: July 1, 2009

Subject: Request for Proposal for SANBAG's State Advocacy Services

Recommendation: * Approve the release of a Request for Proposal (RFP) 09-223 for State Advocacy Services to be provided from October 2009 through September 2014.

Background: In September 2008, SANBAG approved a contract extension for State Advocacy Services, which expires on September 30, 2009. According to SANBAG policy, it is customary to open up a competitive bidding process at the end of a contract extension. Subject to approval by the SANBAG Board, staff suggests the following tentative timeline:

Administrative Committee Review of RFP	June 10, 2009
Board Approval	July 1, 2009
Release of RFQ	July 1, 2009
Proposal Due Date	July 24, 2009
Interviews/Evaluation by Selection Committee	Week of July 27, 2009
Recommendation Submitted to the Administrative Committee	August 5, 2009
Board Approval	September 2, 2009

The proposed RFP Scope of Work is provided as Attachment No. 1 to this agenda item.

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

Upon Board approval of the RFP, SANBAG staff will (1) post and disseminate the RFP; (2) organize a selection committee; and (3) report back to the Board with a recommended contract award.

The RFP will be posted to the SANBAG Web site and will be disseminated to a list of known state transportation advocacy firms.

Consistent with SANBAG policy, staff will form a selection committee that is composed of government affairs staff from Southern California transportation agencies, the SANBAG Executive Director, SANBAG Director of Intergovernmental and Legislative Affairs and one additional SANBAG Director if deemed necessary. SANBAG's Board president will also have the option to participate if desired.

As per discussion during Administrative Committee, the recommended contract duration for this RFP is three years with one two-year extension.

Financial Impact: SANBAG has budgeted for State advocacy services contracts in the 2009-2010 Fiscal Year Budget (Task No. 50310000).

Reviewed By: This item was reviewed by the Administrative Committee on June 10, 2009.

Responsible Staff: Jennifer Franco, Director Intergovernmental and Legislative Affairs.

ATTACHMENT #1

SCOPE OF SERVICES – RFP 09-223

Overall Goal

Successfully achieve the intended results of the San Bernardino Associated Governments (SANBAG) State Legislative Program.

Required Tasks/Activities

Tasks will include, but not be limited to the following:

- a) Seek out and identify legislation and/or amendments to legislation that coincide with the SANBAG Legislative Work Program.
- b) Routinely communicate with delegation members, and members of related Assembly and Senate committees on legislation sponsored by SANBAG positions adopted in response to specific legislative or budget proposals. This may occur through both written and oral communication.
- c) Provide information, copies of introduced legislation, relevant testimony and any analysis of legislation relative to SANBAG. Such information shall be provided to the Director of Intergovernmental and Legislative Affairs unless otherwise directed.
- d) Coordination of advocacy efforts that may include testimony by the selected firm's representatives, and/or SANBAG Board member and/or staff.
- e) Advise and assist SANBAG in developing strategy on legislation, regulations and actions contemplated at any government level.
- f) Forward, as directed, newspaper clippings, copies of e-newsletters and/or magazine articles pertaining to the political climate, political issues or legislative issues as deemed necessary and that are pertinent to SANBAG's Legislative Work Program.
- g) Assist SANBAG executive staff and board members with planning and scheduling meetings in Sacramento, including the coordination of communications and visits with the Legislature, members of the Governor's Administration and agency staff.
- h) Provide a written monthly update to the SANBAG Board of Directors which summarizes the firm's most recent efforts on behalf of SANBAG, including but not limited to: testimony before committee, individual meetings with members of the Legislature and written correspondence on behalf of SANBAG. This report shall also contain any relevant information regarding legislative activities/progress on moving legislation, adopting a budget, and general activities or action of state government that could impact SANBAG's interests.
- i) Attend at least one regular board meeting, but no more than three, per year to report on legislative activities. Additional requests may be made by SANBAG as necessary. Visits to SANBAG shall be compensated as outlined in the contract.
- j) Provide an annual end-of-year report to summarize activities throughout the year, accomplishments and ideas for further consideration.
- k) Assist with other activities as requested.

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50309000

Attachment: RFP09-223-Scope of Services

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 11

Date: July 1, 2009

Subject: Appointment of Garry Cohoe, Registered Civil Engineer, to serve as SANBAG's Agency Engineer as required for federal funding applications

Recommendation:* Appoint Garry Cohoe, Registered Civil Engineer, to serve as SANBAG's Agency Engineer for purposes related to the requirement of federal funding applications.

Background: SANBAG projects often are funded through multiple funding sources, including local, state, and/or federal contributions. In order for SANBAG to utilize federal funds, the authority must designate a qualified (i.e., registered) engineer. Under the terms of the Caltrans Local Assistance Procedures Manual, which specifies those procedures for utilizing federal funding, the local agency professional engineer will sign the title sheets of various documents. However, the responsibility of the Registered Civil Engineers under contract for their product will remain unchanged.

Financial Impact: This action has no financial impact. TN 81510000

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 11, 2009.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

*

Approved
Board of Directors

Date: July 1, 2009

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 12

Date: July 1, 2009

Subject: Amendment No. 5 to Contract No. 03-013 with Lim and Nascimento Engineering Corporation (LAN) for construction management services for SR 210, Segments 9-11 and I-10 East Projects

Recommendation: Approve Amendment No. 5 to Contract No. 03-013 with Lim and Nascimento Engineering Corporation (LAN) increasing the contract total amount from \$27,959,179 to \$28,159,179 and to extend the period of performance to June 30, 2010.

Background: This action is an amendment to a current professional services contract. In October 2002, the Board approved Contract No. 03-013 with LAN Engineering Corporation to provide construction management services for the multiple SR 210, Segments 9-11 and Interstate 10 East Projects in the amount of approximately \$8.5 million. The contract divided the projects into three phases, with each phase requiring Board approval.

The original contract approved by the Board in October 2002 covered what was considered Phase I, which included the I-10 Truck Climbing Lane project and the "Early" projects for SR-210. The Board approved Amendment No. 1 to the contract in September 2003 that covered Phase II of the initial work for the SR-210. In May 2005, the board approved Amendment No. 2 to the contract covering the Phase III portion of the project generally consisting of the balance of the construction management

*Approved
Board of Directors*

Date: July 1, 2009

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

services for the three segments of SR-210 Mainline and the Interstate 10 Mixed-Flow Lane Addition project through the City of Redlands. In March 2007, the board approved Amendment No. 3 to include the anticipated construction management services for the I-10 Live Oak Canyon Interchange project. In October 2008, the board approved Amendment No. 4 to cover construction management services for the close-out efforts to construction activity for the SR-210 Mainline project Segments 9 through 11; the I-10 Truck Climbing Lane project through Yucaipa, the I-10 Mixed-Flow Lane Addition project through Redlands, the I-10 Live Oak Canyon Interchange, and construction management services for SR210 Muscoy UPRR bridge seismic retrofit. These CM services for I-10 Live Oak Canyon Interchange and the SR-210 Muscoy project were planned to constructed concurrently, saving in the construction management cost.

The two projects were not constructed concurrently due to the protracted review and approval cycles with the Railroad company for the contractor's shoring plans on the SR210 Muscoy UPRR project. In addition, closeout on SR-210 Mainline Segments 9 through 11 took longer and more effort than anticipated. This increase in construction duration results in an associated increase in construction management services. Amendment No. 5 will increase the contract amount by \$200,000 for a new not-to-exceed total of \$28,159,179.

Financial Impact: This recommendation is consistent with the fiscal year 2009/2010 budget.

Reviewed By: This item was reviewed and recommended for approval (13-0-3; Abstained: Paul Biane, Neil Derry and Alan Wapner) by the Major Projects Committee on June 11, 2009.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. 03-013-05

by and between

the San Bernardino County Transportation Authority

and

Lim and Nascimento Engineering Corporation (LAN)

for

Construction Management Services for SR210, Segments 9-11 and I-10 East Projects

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>SNBG0202</u>	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID <u>LANEC</u>	<input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes:

Original Contract: \$ <u>8,416,227</u>	Previous Amendments Total: \$ <u>19,542,952</u>
	Previous Amendments Contingency Total: \$ <u>0.00</u>
Contingency Amount: \$ <u>0.00</u>	Current Amendment: \$ <u>200,000</u>
	Current Amendment Contingency: \$ <u>0.00</u>

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 28,159,179

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>8430</u>	<u>5553</u>	<u>Local/Yucaipa</u>	<u># 0636C</u>	<u>\$ 0.00</u>
<u>8240</u>	<u>5553</u>	<u>Measure I Funding</u>	<u># I300</u>	<u>\$ 200,000</u>
<u>8600</u>	<u>5553</u>	<u>Measure I Funding</u>	<u># I300</u>	<u>\$0.00</u>
				<u>\$ ____</u>

Original Board Approved Contract Date: <u>10/2/02</u>	Contract Start: <u>10/2/02</u>	Contract End: <u>10/3/08</u>
New Amend. Approval (Board) Date: <u>07/1/09</u>	Amend. Start: <u>07/1/09</u>	Amend. End: <u>06/30/10</u>

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

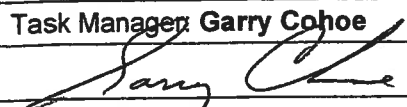
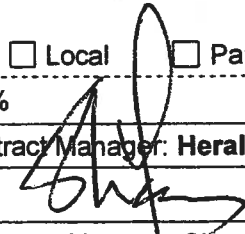

Approved Budget Authority →	Fiscal Year: <u>09/10</u> \$ <u>200,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>0.00</u>
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Is this consistent with the adopted budget? ☒ Yes ☐ No
 If yes, which Task includes budget authority? 8430
 If no, has the budget amendment been submitted? ☐ Yes ☒ No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly Local
 Disadvantaged Business Enterprise: ☒ No ☐ Yes ____ %

Task Manager: <u>Garry Cohoe</u>	Contract Manager: <u>Herald Lantis</u>
	
Task Manager Signature	Contract Manager Signature
	<u>4 JUL 09</u>
Chief Financial Officer Signature	Date
<u>6/4/09</u>	<u>6/4/09</u>
Date	Date

AMENDMENT NO. 5
AGREEMENT BY AND BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
LIM AND NASCIMENTO ENGINEERING CORPORATION (LAN)
FOR
CONSTRUCTION MANAGEMENT SERVICES FOR SR-210 AND I-10 EAST

This AMENDMENT No 5 to CONTRACT No. 03-013 entered into this 1st day of July, 2009 by the firm of Lim and Nascimento Engineering Corporation (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, SANBAG, under SANBAG Contract 03-013, has engaged the services of CONSULTANT to provide construction management services for Route 210 Segments 9-11 and I-10 East projects; and,

WHEREAS, lengthened project construction schedules have impacted construction management scope; the parties hereto desire to amend the aforesaid contract to extend the completion date and to increase the contract not to exceed amount; and,

NOW THEREFORE, the parties hereto do mutually agree to amend Contract 03-013, as follows:

1. Article 2, sub-paragraph 2.1 shall be replaced by the following; The Period of Performance by CONSULTANT under this contract shall commence on October 3, 2002 and continue to June 30, 2010, or until otherwise terminated or cancelled as hereinafter directed, or unless extended by direction of SANBAG.
2. Article 3. The not-to-exceed amount of the contract shall be increased by \$200,000. The amended total contract not to exceed amount shall be \$28,159,179.
3. Attachment B. Exhibit No. 1 to this Amendment details the staffing plan and costs associated with Amendment No. 5 to the contract. Exhibit No. 2 to this Amendment reflects the anticipated timing and durations for construction of the remaining projects which serves as the basis for the estimated costs and period of performance associated with Amendment No. 5 to the contract.

4. Except as amended by this Amendment, all other provisions of Contract 03-013 remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

**San Bernardino County
Transportation Authority**

By: _____
Paul M. Eaton, President
SANBAG Board of Directors


Date: _____

LAN Engineering Corporation

By: _____
Title: _____

Date: _____

APPROVED AS TO FORM:

By:  _____
Jean Rene Basle
SANBAG Counsel

Date: 6-18-09

SANBAG Live Oak Canyon and Muscoy Retrofit

Contract Amendment

Financial Analysis

Period Ending: April 24, 2009

I-10 PROJECTS + SR-210 Projects	Total Invoice To Date	Budget	Budget Remaining
All Project Inclusive	\$27,657,588.27	\$27,959,179.00	\$301,590.73

I-10 Live Oak Canyon Interchange / Muscoy Retrofit

Proposed Cost From April 25, 2009 to Project Completion

Projects	Labor	ODC	Total
I-10 Live Oak Canyon IC	\$199,743.26	\$12,509.28	\$212,252.54
Muscoy Retrofit Project	\$257,290.42	\$17,207.40	\$274,497.82
Yucaipa Office Expense (5 Months @ 3000.00/month)		\$15,000.00	\$15,000.00
Total Cost Required to Project Completion	\$ 467,033.68	\$ 44,716.68	\$ 501,750.36

Proposed Contract Cost Amendment

Projects	Budget Remaining	Cost To Project Completion	Proposed Cost Amendment
Residual from prior authorized budget	\$301,590.73		-\$301,590.73
I-10 Live Oak Canyon IC		\$212,252.54	\$212,252.54
Muscoy Retrofit Project		\$274,497.82	\$274,497.82
Yucaipa Office Expense		\$15,000.00	\$15,000.00
Total Cost Required to Project Completion	\$301,590.73	\$501,750.36	\$200,159.63

SANBAG Live Oak Canyon and Muscoy Retrofit

Contract Amendment

I-10 Live Oak Canyon Interchange

LABOR ALLOCATION		By Month												By Hours (Assume (168) Hours Per Month)											
Year	Month	May 2009 to December 2009												2008											
		A	M	J	J	A	S	O	N	D	Subtotal	A	M	J	J	A	S	O	N	D	Subtotal				
	Project Manager										0	0	0	0	0	0	0	0	0	0	0				
	Ken Loncharich		1.14	1.00							2.14	0	191.52	168	0	0	0	0	0	0	359.52				
	Mario Alarcon		1.14								1.14	0	191.52	0	0	0	0	0	0	0	191.52				
	Mario Marzona		1.14	1.00							2.14	0	191.52	168	0	0	0	0	0	0	359.52				
	Tim Hannibal		0.70								0.7	0	117.6	0	0	0	0	0	0	0	117.6				
	Alfredo Delgado		1.14								1.14	0	191.52	0	0	0	0	0	0	0	191.52				
	Mark Guillen		0.05								0.05	0	8.4	0	0	0	0	0	0	0	8.4				
	Sharron Dearborn		0.05								0.05	0	8.4	0	0	0	0	0	0	0	8.4				
	Richard Shirley (Caltrop) *	0.90	0.50								1.4	151.2	84	0	0	0	0	0	0	0	235.2				
Caltrop's total subcontractor hours Total		0.9		2	0	0	0	0	0	0	8.76	151.2		336	0	0	0	0	0	0	1,471.68				

Muscoy Retrofit																						
LABOR ALLOCATION		By Month											By Hours (Assume (168 Hours Per Month))									
Year	Month	May 2009 to December 2009											2008									
		A	M	J	J	A	S	O	N	D	Subtotal	A	M	J	J	A	S	O	N	D	Subtotal	
	Peter Lim (Project Manager)										0.00	0	0	0	0	0	0	0	0	0	0	
	Mario Alarcon				0.60	0.50	0.50	0.50	0.50	0.50	3.1	0	0	0	101	84	84	84	84	84	521	
	Mario Marzona				0.60	0.60	0.50	0.50	0.50	0.50	3.2	0	0	0	101	101	84	84	84	84	538	
	Inspector (TBD)				1.00	1.00	1.00	1.00	1.00	0.75	5.75	0	0	0	168	168	168	168	168	126	966	
Total		0	0	2.20	2.20	2.20	2.20	2.20	2.20	1.75	12.05	0	0	0	370	353	353	353	353	294	2024	

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 13

Date: July 1, 2009

Subject: Amendment No. 1 to Contract No. 06-044 with Ninyo and Moore for Materials Testing Services for Interstate 215 Segments 1 and 2 in the City of San Bernardino

Recommendation:* Approve Amendment No. 1 to Contract No. 06-044 with Ninyo and Moore for Materials Testing Services for Interstate 215 Segments 1 and 2 in the City of San Bernardino for an additional \$3,882,666.56 to increase the total contract value to \$4,350,166.56.

Background: This is an amendment to an existing contract. SANBAG executed a contract with Ninyo and Moore for materials testing services for the I-215 5th Street Bridge project in 2006 for a total of \$467,500 of which \$42,500 was contingency. Within the scope of services was an option to add additional segments of the I-215 corridor as an amendment at a later date. Since the scope of this amendment is significantly larger than the original contract and there was an option as to whether to amend the Ninyo and Moore contract or recomplete the work, an agenda item was taken to the Board last year to confirm which direction to proceed. In April, 2008, the Board approved moving forward with an amendment to the existing contract with Ninyo and Moore for work on Interstate 215 Segments 1 and 2 instead of recompleting for this additional work.

Construction on I-215 Segments 1 and 2 is currently scheduled to start in the fall of this year with the advertising period for this construction work already started in May, 2009. It is important to have the materials testing consultant under contract prior to awarding a construction contract, so that the firm may have all plans in place and have adequate coordination time with the construction management consultant before the general construction contractor starts its work.

*

Approved
Board of Directors

Date: July 1, 2009

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed:

This amendment increases the base contract by \$3,559,166.56, utilizing unspent funds from the 5th Street project and adds \$323,500 in contingency. This brings the total base contract value to \$3,984,166.56 with a total contingency of \$366,000, none of which has yet been released.

The funding for this contract will be through State Regional Improvement Funds (RIP). Any additional contract changes required to be in compliance with the criteria for these funds will be reviewed and approved by legal counsel and incorporated into the final version of the document prior to Board approval.

Financial Impact: Item is consistent with current Fiscal Year 2009/2010. TN 838

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 11, 2009.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. 06-044-01

by and between

San Bernardino County Transportation Authority

and

Ninyo and Moore

for

Materials Testing Services for I-215 5th Street Overcrossing and Segments 1 and 2**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes:

Original Contract:	\$ <u>425,000</u>	Previous Amendments Total:	\$ <u>0</u>
Contingency Amount:	\$ <u>42,500</u>	Previous Amendments Contingency Total:	\$ <u>0</u>
		Current Amendment:	\$ <u>3,559,166.56</u>
		Current Amendment Contingency:	\$ <u>323,500.00</u>

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 4,350,166.56

↓ Please include funding allocation for the original contract or the amendment.

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>838</u>	<u>5553</u>	<u>RIP</u>	_____	\$ <u>3,882,666.56</u>
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date:	<u>11/1/06</u>	Contract Start:	<u>11/1/06</u>	Contract End:	<u>1/1/10</u>
New Amend. Approval (Board) Date:	<u>7/1/09</u>	Amend. Start:	<u>7/1/09</u>	Amend. End:	<u>1/15/14</u>

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>09/10</u> \$ <u>900,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>2,982,666.56</u>
------------------------------------	--	--	------------------------

Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? 8386044If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**
☐ Intergovernmental ☐ Private ☒ Non-Local ☐ Local ☐ Partly Local
Disadvantaged Business Enterprise: ☒ No ☐ Yes _____ %Task Manager: Garry CohoeContract Manager: Dennis Saylor

Garry Cohoe
Task Manager Signature
[Signature]
Chief Financial Officer Signature

6/4/09
Date
6/4/09
Date

Dennis Saylor
Contract Manager Signature
6/3/09
Date

AMENDMENT NO. 1

AGREEMENT BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS/
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

NINYO AND MOORE

FOR

MATERIALS TESTING SERVICES, INTERSTATE 215 5TH STREET BRIDGE AND
SEGMENTS 1 AND 2

This AMENDMENT NO. 1 to CONTRACT NO. 06-044 entered into as of this First day of July, 2009, by the firm of Ninyo and Moore (hereafter called CONSULTANT) and San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called SANBAG):

WITNESSETH:

WHEREAS, SANBAG, under SANBAG Contract No. 06-044 has engaged the services of CONSULTANT to provide Materials Testing Services for the I-215, 5th Street Overcrossing Project with an option to provide the same services on other portions of the corridor; and

WHEREAS, the construction of I-215 Segments 1 and 2 is anticipated to start later this year and materials testing is required for this new work effort; and

WHEREAS, SANBAG desires to exercise its option to have CONSULTANT perform materials testing Services for I-215 Segments 1 and 2; and

WHEREAS, the duration of these activities will extend beyond the current completion date of the existing contract.

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 06-044 as follows:

1. Revise Article 1, Description of Services, to add Attachment "C" to the Services to be performed by CONSULTANT.
2. Replace Article 2.1, with the following:

"The Period of Performance by CONSULTANT under this Contract shall commence on November 1, 2006 and shall continue in effect until January 15, 2014 or until otherwise

terminated or canceled as hereinafter directed, or unless extended by direction of AUTHORITY”.

3. Under Article 3, Contract Price and Principles, revise Section 3.2 to read as follows:

The total cost shall not exceed \$3,984,166.56 with a contingency of \$366,000.00 for a total contract cost of \$4,350,166.56. Services to be provided under the terms of this contract are to be provided on an as needed basis and compensated for as set forth in Attachment “A” for the 5th Street Overcrossing work and Attachment “C” for the work on Segments 1 and 2 which are incorporated herein by reference. Utilization of the contingency is not permitted unless directed in writing by AUTHORITY Project Manager. CONSULTANT’S fee for services is included in the total estimated contract cost and shall be based on a fixed percentage rate, as noted in Attachment “B” for the 5th Street Overcrossing and Attachment “C” for the work on Segments 1 and 2. CONSULTANT’s fee will be paid by AUTHORITY on an earned basis as set forth in Section 6.5.

4. Under Article 3, Contract Price and Principles, revise Section 3.3 to read as follows:

CONSULTANT’S overhead rates will be fixed, as agreed upon in Attachment “B” for the 5th Street Overcrossing and Attachment “C” for Segments 1 and 2 for the duration. The fixed overhead rates will not be subject to adjustment. Overtime and premium rates are not permitted without prior authorization from AUTHORITY.

5. Under Article 3, Contract Price and Principles, revise the first sentence of Section 3.6 to read as follows:

Any Services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment “A” for 5th Street Overcrossing and Attachment “C” for Segments 1 and 2) shall not be compensated without prior written authorization from AUTHORITY.

6. Under Article 7, add section 7.3 as follows:

The Cost Proposal for this project is subject to a post award audit. After any post award audit recommendations are received the Cost Proposal shall be adjusted by the Consultant and approved by the Contract Manager to conform to the audit recommendations. The Consultant agrees that individual items of cost identified in the audit report may be incorporated into the Agreement (Project Contract) at SANBAG’s sole discretion. Refusal by the Consultant to incorporate the audit or post award recommendations will be considered a breach of the Agreement terms and cause for termination of the Contract.

7. Except as amended by this Amendment, all other provisions of Contract No. 06-044 shall remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

NINYO AND MOORE

By: _____

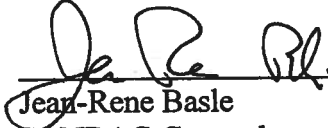
Date: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Paul M. Eaton, President
SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM:

By:  _____
Jean-Rene Basle
SANBAG Counsel

Contract A06-044 Amendment 1 Attachment "C"



May 6, 2009
Project No. 207017002

Mr. Dennis Saylor, Project Manager
San Bernardino Associated Governments
1170 W. 3rd Street, Second Floor
San Bernardino, California 92410

Subject: Cost Proposal for Materials Testing Services
I-215 Segments I & II Project
San Bernardino, California

Dear Mr. Saylor:

Ninyo & Moore is pleased to submit this proposal for materials testing services during construction of the Interstate 215 (I-215)/Segments I & II project in San Bernardino, California. We have prepared this proposal based on the information contained in the San Bernardino Associated Governments' Request for Proposal (RFP), as well as review of the project plans and special provisions. Based on our review of the project plans and the special provisions, we understand that the required services will include construction observation and intermittent field and laboratory testing of the construction materials used in the proposed project. We understand that our services will include observation, sampling and testing during embankment construction (earthwork), structure backfill, trench backfill, subgrade preparation, aggregate base placement, lean concrete base placement, Portland cement concrete pavement, asphalt concrete pavement placement, structural concrete placement, and batch plant inspections. Testing will be performed in general accordance with Caltrans test methods and test frequencies as described in the Caltrans Construction Manual and Standard Specifications and with the City of San Bernardino Specifications.

The I-215/Segments I & II project includes widening and realignment of approximately 2.4 miles of the existing I-215. The construction will accommodate 4 mixed flow lanes and 1 high occupancy vehicle lane in each direction. The project is anticipated to be constructed in several phases and will include site improvements including 39 CIP and MSE retaining walls, 8 new bridges, 5 bridge replacements, 2 bridge widenings, 1 connector replacement, 1 new connector, and 9 bridge removals, masonry block walls, sound walls, concrete flatwork, Portland cement concrete paving, asphalt concrete paving, drainage structures, utility relocations, striping, lighting, and signage improvements.

SCOPE OF SERVICES

Based on our understanding of the proposed construction and project plans, our scope of services will be as follows:

- Project coordination and management, including reviewing the project geotechnical reports, plans, specifications and special provisions, and providing test data summary reports.
- Coordination of our personnel to obtain the required Caltrans materials testing certifications and BNSF safety training certifications, required for this project.

- Attendance at pre-construction meetings and as-needed field meetings, as requested.
- On-site materials testing during construction performed by our certified personnel, on an as-requested basis. Our materials testing services for this project is anticipated to include the following:
 - Geologic/engineering field support to evaluate the suitability of remedial excavation bottoms, and to provide supplemental recommendations where appropriate.
 - Field technician services for observation, sampling, and density testing of earthwork including during embankment construction, structure backfill, trench backfill, subgrade preparation, aggregate base and subbase placement, lean concrete base, and asphalt concrete placement.
 - Field technician services during the placement of Portland cement concrete for structures and pavement. In addition, site observations will also be performed for concrete structures including field inspection, sampling, and testing of concrete placed at the site, as requested by the Resident Engineer. Field testing of the concrete may include casting cylinders for compressive strength, and testing for penetration, air content, unit weight, and temperature.
 - Performance of off-site batch plant inspection and sampling for Portland cement and asphalt concrete during construction, as outlined in the Caltrans Construction Manual.
 - Preparation of daily reports and test data sheets.
 - Laboratory testing including, but not limited to, sieve analysis, sand equivalent, cleanness value, maximum density testing, R-value, Durability Index, expansion index, maximum theoretical unit weight, stability, extraction and gradation of asphalt aggregate, concrete compressive and flexural strength.

SCHEDULE

Ninyo & Moore is prepared to begin our services upon receipt of your authorization to proceed. It is our understanding that the project construction duration is estimated to be approximately 4 years and that our services will be requested and coordinated on a daily basis by SANBAG Construction Manager, the team of Jacobs/HDR/Vali Cooper.

ASSUMPTIONS

Based on our experience with similar projects, the following assumptions have been made in the preparation of our scope of services:

- Our estimated hours for materials testing and inspection services are presented in the attached Table 1
- Our services are subject to prevailing wage requirements.
- Please note that our estimated fee is based on the assumptions outlined above and does not include stand-by time or costs associated with retesting or reinspecting materials that were found not to be in compliance with the project plans or specifications. Our services,

including field hours and number of laboratory tests performed will depend on the actual construction scheduled and the contractor's operations. Hours spent that exceed those in the attached tables will be billed on a time-and-materials basis.

ESTIMATED FEES

Our materials testing services will be performed on a time-and-materials basis and invoiced on an overhead and fixed percentage rate format as required by SANBAG. Our estimated fee for the scope of services described herein is approximately \$3,660,000 (three million six hundred sixty thousand dollars). A detailed breakdown of our estimated fee is presented in the attached Table 1, and laboratory testing fees are presented in the attached Table 2. Our schedule of rates are presented in the attached Tables 3 and 4.

Ninyo & Moore appreciates the opportunity to provide services on this project and we look forward to working with you.

Respectfully submitted,
NINYO & MOORE

Jalal Vakili, Ph.D., P.E.
Principal Engineer
RWM/CAP/JV/mlc

Attachments: Table 1 – Breakdown of Estimated Fee
Table 2 – Laboratory Testing Estimated Fee
Table 3 – Ninyo & Moore Hourly Rates
Table 4 – CHJ Hourly Rates
Schedule of Fees for Laboratory Testing

Distribution: (2) Addressee

SCHEDULE OF FEES FOR LABORATORY TESTING

Laboratory Test, Test Designation, and Price Per Test

Soils

Atterberg Limits, D 4318, CT 204.....	\$ 145
California Bearing Ratio (CBR), D 1883	\$ 440
Chloride and Sulfate Content, CT 417 & CT 422	\$ 135
Consolidation, D 2435, CT 219	\$ 275
Consolidation - Time Rate, D 2435, CT 219	\$ 70
Direct Shear - Remolded, D 3080	\$ 290
Direct Shear - Undisturbed, D 3080	\$ 250
Durability Index, CT 229	\$ 150
Expansion Index, D 4829, UBC 18-2.....	\$ 165
Expansion Potential (Method A), D 4546.....	\$ 145
Expansive Pressure (Method C), D 4546	\$ 145
Geofabric Tensile and Elongation Test, D 4632	\$ 165
Hydraulic Conductivity, D 5084	\$ 300
Hydrometer Analysis, D 422, CT 203	\$ 190
Moisture, Ash, & Organic Matter of Peat/Organic Soils.....	\$ 110
Moisture Only, D 2218, CT 226	\$ 30
Moisture and Density, D 2937	\$ 39
Permeability, CH, D 2434, CT 220.....	\$ 230
pH and Resistivity, CT 643	\$ 140
Proctor Density D 1557, D 698, CT 216, &.....	\$ 180
AASHTO T-180 (Rock corrections add \$80)	
R-value, D 2844, CT 301	\$ 250
Sand Equivalent, D 2419, CT 217	\$ 90
Sieve Analysis, D 422, CT 202	\$ 110
Sieve Analysis, 200 Wash, D 1140, CT 202.....	\$ 90
Specific Gravity, D 854	\$ 90
Triaxial Shear, C.D, D 4767, T 297	\$ 390
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt.	\$ 330
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt.	\$ 190
Triaxial Shear, U.U., D 2850	\$ 140
Unconfined Compression, D 2166, T 208	\$ 100
Wax Density, D 1188.....	\$ 90

Roofing

Built-up Roofing, cut-out samples, D 2829	\$ 165
Roofing Materials Analysis, D 2829	\$ 500
Roofing Tile Absorption, (set of 5), UBC 15-5.....	\$ 190
Roofing Tile Strength Test, (set of 5), UBC 15-5	\$ 190

Masonry

Brick Absorption, 24-hour submersion, C 67	\$ 45
Brick Absorption, 5-hour boiling, C 67	\$ 55
Brick Absorption, 7-day, C 67	\$ 60
Brick Compression Test, C 67	\$ 45
Brick Efflorescence, C 67	\$ 45
Brick Modulus of Rupture, C 67	\$ 40
Brick Moisture as received, C 67	\$ 35
Brick Saturation Coefficient, C 67	\$ 50
Concrete Block Compression Test, 8x8x16, C 140.....	\$ 60
Concrete Block Conformance Package, C 90.....	\$ 440
Concrete Block Linear Shrinkage, C 426.....	\$ 120
Concrete Block Unit Weight and Absorption, C 140.....	\$ 55
Cores, Compression or Shear Bond, CA Code.....	\$ 55
Masonry Grout, 3x3x6 prism compression, UBC 21-18.....	\$ 30
Masonry Mortar, 2x4 cylinder compression, UBC 21-16.....	\$ 30
Masonry Prism, half size, compression, UBC 21-17	\$ 110

Concrete

Cement Analysis Chemical and Physical, C 109	\$ 1,650
Compression Tests, 6x12 Cylinder, C 39.....	\$ 22
Concrete Mix Design Review, Job Spec	\$ 140
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI.....	\$ 750
Concrete Cores, Compression (excludes sampling), C 42.....	\$ 55
Drying Shrinkage, C 157	\$ 250
Flexural Test, C 78	\$ 50
Flexural Test, C 293	\$ 55
Flexural Test, CT 523	\$ 60
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 250
Jobsite Testing Laboratory.....	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 40
Petrographic Analysis, C 856	\$ 1,100
Splitting Tensile Strength, C 496	\$ 80

Reinforcing and Structural Steel

Fireproofing Density Test, UBC 7-6.....	\$ 55
Hardness Test, Rockwell, A-370	\$ 50
High Strength Bolt, Nut & Washer Conformance, set, A-32	\$ 120
Mechanically Spliced Reinforcing Tensile Test, ACI.....	\$ 95
Pre-Stress Strand (7 wire), A 416	\$ 140
Chemical Analysis, A-36, A-615.....	\$ 120
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706.....	\$ 50
Structural Steel Tensile Test: Up to 200,000 lbs.	
(machining extra), A 370	\$ 70
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI.....	\$ 55

Asphalt Concrete

Asphalt Mix Design, Caltrans.....	\$ 2,200
Asphalt Mix Design Review, Job Spec	\$ 150
Extraction, % Asphalt, including Gradation, D 2172, CT 310	\$ 215
Film Stripping, CT 302	\$ 100
Hveem Stability and Unit Weight CTM or ASTM, CT 366	\$ 195
Marshall Stability, Flow and Unit Weight, T-245.....	\$ 215
Maximum Theoretical Unit Weight, D 2041.....	\$ 120
Swell, CT 305	\$ 165
Unit Weight sample or core, D 2726, CT 308	\$ 90

Aggregates

Absorption, Coarse, C 127	\$ 35
Absorption, Fine, C 128	\$ 35
Clay Lumps and Friable Particles, C 142.....	\$ 100
Cleanliness Value, CT 227	\$ 120
Crushed Particles, CT 205.....	\$ 140
Durability, Coarse, CT 229.....	\$ 130
Durability, Fine, CT 229	\$ 130
Los Angeles Abrasion, C 131 or C 535.....	\$ 180
Mortar making properties of fine aggregate, C 87	\$ 275
Organic Impurities, C 40	\$ 55
Potential Reactivity of Aggregate (Chemical Method), C 289.....	\$ 390
Sand Equivalent, CT 217.....	\$ 90
Sieve Analysis, Coarse Aggregate, C 136.....	\$ 105
Sieve Analysis, Fine Aggregate (including wash), C 136	\$ 105
Sodium Sulfate Soundness (per size fraction), C 88	\$ 160
Specific Gravity, Coarse, C 127	\$ 75
Specific Gravity, Fine, C 128	\$ 85

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

TABLE 1 - BREAKDOWN OF ESTIMATED FEE

FIELD OBSERVATION AND TESTING SERVICES						
Field Technician						
Earthwork/Embankment	2,000	hours	@	\$44.14	/hour	\$88,280.00
Structure Backfill/Trench Backfill	2,000	hours	@	\$44.14	/hour	\$88,280.00
Subgrade/Aggregate Base	3,000	hours	@	\$44.14	/hour	\$132,420.00
Asphalt Concrete	1,000	hours	@	\$44.14	/hour	\$44,140.00
Portland Cement Concrete	4,000	hours	@	\$44.14	/hour	\$176,560.00
Batch Plant Inspector	5,000	hours	@	\$45.92	/hour	\$229,600.00
Sample Pick Up	600	hours	@	\$44.14	/hour	\$26,484.00
Subtotal						\$785,764.00

Prevailing Wage Increases						
Field Technician Fiscal Year 2010-2011	4,000	hours	@	\$2.00	/hour	\$8,000.00
Field Technician Fiscal Year 2011-2012	4,000	hours	@	\$4.00	/hour	\$16,000.00
Field Technician Fiscal Year 2012-2013	4,000	hours	@	\$6.00	/hour	\$24,000.00
Field Technician Fiscal Year 2013-2014	2,000	hours	@	\$8.00	/hour	\$16,000.00
Subtotal						\$64,000.00

PROJECT COORDINATION, MEETINGS, AND TECHNICAL FIELD ASSISTANCE						
Principal Engineer/Geologist	400	hours	@	\$82.69	/hour	\$33,076.00
Project Manager	1,600	hours	@	\$68.27	/hour	\$109,232.00
Subtotal						\$142,308.00
Direct Labor						\$992,072.00
Indirect Cost @ 154%						\$1,527,790.88
Total Direct plus Indirect Cost						\$2,519,862.88
Profit @ 10%						\$251,986.29
Total Direct, Indirect, and Profit						\$2,771,849.17
OTHER DIRECT COST (ODC)						
Laboratory Testing (see Table 2)						\$629,450.00
Field Vehicle and Equipment Usage	17,600	hours	@	\$8.00	/hour	\$140,800.00
Overtime Contingency (10% of Field Hours)	1,760	hours	@	\$66.21	/hour	\$116,529.60
Subtotal (ODC):						\$886,779.60
TOTAL						\$3,658,628.77

TABLE 2 - LABORATORY TESTING ESTIMATED FEE

California Impact Test/Maximum Density	1,000 tests	@	\$180.00 /test	\$180,000.00
Expansion Index	40 tests	@	\$165.00 /test	\$6,600.00
Sieve Analysis	1,600 tests	@	\$105.00 /test	\$ 168,000.00
Sand Equivalent	600 tests	@	\$ 90.00 /test	\$ 54,000.00
Durability	40 tests	@	\$150.00 /test	\$ 6,000.00
R-Value	80 tests	@	\$250.00 /test	\$ 20,000.00
Cleaness Value	880 tests	@	\$120.00 /test	\$ 105,600.00
LA Abrasion	5 tests	@	\$180.00 /test	\$ 900.00
Soundness	10 tests	@	\$160.00 /test	\$ 1,600.00
Specific Gravity Fine Aggregates	10 tests	@	\$ 85.00 /test	\$ 850.00
Specific Gravity Coarse Aggregates	10 tests	@	\$ 75.00 /test	\$ 750.00
Absorbption Fine Aggregates	10 tests	@	\$ 35.00 /test	\$ 350.00
Absorbption Coarse Aggregates	10 tests	@	\$ 35.00 /test	\$ 350.00
Moisture	450 tests	@	\$ 30.00 /test	\$ 13,500.00
Extraction & Gradation	90 tests	@	\$215.00 /test	\$ 19,350.00
Maximum Theoretical Unit Weight	90 tests	@	\$120.00 /test	\$ 10,800.00
Unit Weight	90 tests	@	\$ 90.00 /test	\$ 8,100.00
Stability	20 tests	@	\$195.00 /test	\$ 3,900.00
Asphalt Concrete Mix Design Caltrans	4 reviews	@	\$2,200.00 /review	\$ 8,800.00
Cement Concrete Mix Design Review	10 reviews	@	\$140.00 /review	\$ 1,400.00
Compressive Strength (Concrete)	300 tests	@	\$ 22.00 /test	\$ 6,600.00
Flexural Strength (Concrete)	200 tests	@	\$ 60.00 /test	\$ 12,000.00
TOTAL				\$ 629,450.00

NORMAL Fringe Benefit % 22.00% Overhead % 0.00% General & Administration % 132.00% Combined % 154.00%
OVERTIME 22.00% 10.0% FEE 0.00% 132.00% 154.00%

BILLING INFORMATION

Name/Classification	Hourly Billing Rates		Effective Date of Hourly Rate		Actual/Average Hourly Rate	% or \$ Increase	Hourly Range for Class
	Straight	OT (1.5x)	OT (2.0x)	From	To		
Jalal Yakili / Principal Engineer	\$231.04	N/A	N/A	01-Jul-09	31-Dec-09	\$82.69	\$44.23 - \$82.69
	\$242.58	N/A	N/A	01-Jan-10	31-Dec-10	\$86.82	5.0%
	\$254.70	N/A	N/A	01-Jan-11	31-Dec-11	\$91.16	5.0%
	\$267.44	N/A	N/A	01-Jan-12	31-Dec-12	\$95.72	5.0%
	\$280.82	N/A	N/A	01-Jan-13	31-Dec-13	\$100.51	5.0%
Kurt Yoshii / Project Manager	\$190.75	N/A	N/A	01-Jul-09	31-Dec-09	\$68.27	\$31.25 - \$68.27
	\$200.27	N/A	N/A	01-Jan-10	31-Dec-10	\$71.68	5.0%
	\$210.28	N/A	N/A	01-Jan-11	31-Dec-11	\$75.26	5.0%
	\$220.78	N/A	N/A	01-Jan-12	31-Dec-12	\$79.02	5.0%
	\$231.82	N/A	N/A	01-Jan-13	31-Dec-13	\$82.97	5.0%
Batch Plant Inspector *	\$128.30	\$192.45	\$256.60	01-Jul-09	31-Dec-09	\$45.92	\$45.92 (*)
	\$133.89	\$200.83	\$267.78	01-Jan-10	31-Dec-10	\$47.92	*
	\$139.48	\$209.21	\$278.95	01-Jan-11	31-Dec-11	\$49.92	*
	\$145.06	\$217.60	\$290.13	01-Jan-12	31-Dec-12	\$51.92	*
	\$150.65	\$225.98	\$301.30	01-Jan-13	31-Dec-13	\$53.92	*
Materials Tester *	\$123.33	\$184.99	\$246.65	01-Jul-09	31-Dec-09	\$44.14	\$44.14 (*)
	\$128.92	\$193.37	\$257.83	01-Jan-10	31-Dec-10	\$46.14	*
	\$134.50	\$201.75	\$269.01	01-Jan-11	31-Dec-11	\$48.14	*
	\$140.09	\$210.14	\$280.18	01-Jan-12	31-Dec-12	\$50.14	*
	\$145.68	\$218.52	\$291.36	01-Jan-13	31-Dec-13	\$52.14	*
Word Processing/Administration	\$55.71	\$83.57	\$111.42	01-Jul-09	31-Dec-09	\$19.94	\$16.50-\$22.50
	\$58.51	\$87.76	\$117.01	01-Jan-10	31-Dec-10	\$20.94	5.0%
	\$61.44	\$92.16	\$122.88	01-Jan-11	31-Dec-11	\$21.99	5.0%
	\$64.51	\$96.77	\$129.03	01-Jan-12	31-Dec-12	\$23.09	5.0%
	\$67.73	\$101.59	\$135.45	01-Jan-13	31-Dec-13	\$24.24	5.0%

CALCULATION INFORMATION

1. Names and classifications of team members at a level of Professional/Supervisor must be listed. FOR ALL OTHER EMPLOYEES USE CLASSIFICATIONS ONLY.

2. For named employees enter the actual hourly rate. For classifications only, list the average hourly rate for that classification.

3. (*) Indicates prevailing wage position and actual rates determined by the Director of Industrial Relations on July 1 each year.

Classification	2009		2010		2011	
	Hourly Salary	Billing Rate**	Hourly Salary	Billing Rate**	Hourly Salary	Billing Rate**
Assistant Project Manager	\$ 66.83	\$ 186.72	\$ 70.17	\$ 196.06	\$ 73.68	\$ 205.86
Operations Manager	\$ 38.00	\$ 106.17	\$ 39.90	\$ 111.48	\$ 41.90	\$ 117.05
Laboratory Supervisor	\$ 28.83	\$ 80.55	\$ 30.27	\$ 84.58	\$ 31.79	\$ 88.81
Laboratory Technician/ Sample Pickup	\$ 24.95	\$ 69.71	\$ 26.20	\$ 73.20	\$ 27.51	\$ 76.86
Clerical/Administrative	\$ 20.00	\$ 55.88	\$ 21.00	\$ 58.67	\$ 22.05	\$ 61.61
Field Technician*	\$ 48.00	\$ 134.11	\$ 50.40	\$ 140.82	\$ 52.92	\$ 147.86
Field Technician OT*	\$ 72.00	\$ 201.17	\$ 75.60	\$ 211.23	\$ 79.38	\$ 221.79
Field Technician DT*	\$ 96.00	\$ 268.22	\$ 100.80	\$ 281.64	\$ 105.84	\$ 295.72

Classification	2012		2013	
	Hourly Salary	Billing Rate**	Hourly Salary	Billing Rate**
Assistant Project Manager	\$ 77.36	\$ 216.16	\$ 81.23	\$ 226.96
Operations Manager	\$ 43.99	\$ 122.91	\$ 46.19	\$ 129.05
Laboratory Supervisor	\$ 33.37	\$ 93.25	\$ 35.04	\$ 97.91
Laboratory Technician/ Sample Pickup	\$ 28.88	\$ 80.70	\$ 30.33	\$ 84.73
Clerical/Administrative	\$ 23.15	\$ 64.69	\$ 24.31	\$ 67.92
Field Technician*	\$ 55.57	\$ 155.25	\$ 58.34	\$ 163.01
Field Technician OT*	\$ 83.35	\$ 232.88	\$ 87.52	\$ 244.52
Field Technician DT*	\$ 111.13	\$ 310.50	\$ 116.69	\$ 326.03

*Prevailing Wage Rate

**Based on 1.54 OH rate and 10% fee

Assume field prevailing wage rates increase annually by 5% July 1 each year

Other salaries reviewed and increase annually on April 1 each year, 5% increase assumed